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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Vacant Legal Offices.

THE CHANCELLORSHIP and the Law Officerships appear to be still in suspense. Obviously, in view of the Law of Property Bills, it will be a great advantage if Sir LESLIE SCOTT, who is very familiar with the evolution of Lord BIRKENHEAD'S Act, becomes a Law Officer.

The Master of the Rolls on the Law and Lawyers.

WE HAVE obtained, too late for insertion this week, a report of the very excellent and interesting speech made by the Master of the Rolls on Friday, the 31st ult., at the annual dinner of the Warwickshire Law Society at Leamington. He touched on a great variety of topics of current interest and enlivened them with characteristic humour. Those who support the continued separation of the two branches of the profession will be glad to know that on this point he is perfectly sound. There is, indeed, another side to the question, but it has so far always been voted down by solicitors, and the Bar does not seem seriously to have entertained it, at least the part of the Bar which is vocal. And we do not expect a judge to be kindly disposed to codification. Certainly Sir ERNEST POLLOCK is not. "We have," he says, "no Code [he excepted the special Codes, Bills of Exchange, and so on], no cast-iron system. We have a system in which we apply principles and make them applicable to the changing circumstances of each generation." But is this really anything more than an optimistic view of what the courts would do if they were really free? Sometimes it nearly gets true. A Lord MANSFIELD resolves to infuse common sense into the law, and does so for a time, till his successors hark back to rules which he had intended should be obsolete. But how often we hear from the Bench: "That is the law and I have to apply it," leaving the necessary adaptation to changing circumstances for the Legislature. Judge-made law is a great Anglo-Saxon institution,

but it has its limits, and then Parliament, if it has time and inclination, must intervene. But criticism is not depreciation. The Master of the Rolls had another congenial topic in his reference to the humanist side of the lawyer's life. Theology and Medicine both have interesting outlooks on life, but it is the lawyer most of all who has a wealth of historical and biographical literature which should never leave him a dull moment.

Echoes of the American Lawyers' Visit.

WE ARE GLAD to see that the visit of the American lawyers still furnishes matter of interest both here and on the other side. On another page will be found an account of a presentation at the Guildhall to Mr. H. ROPER BARRETT, who was the chairman of the Reception Committee, and Mr. BARRETT in his turn handed a barometer to Mr. T. HARVEY HULL, the clerk of the Committee, as a token of appreciation of "great help on a great occasion." The success of the visit was also largely due to Mr. LEONARD CROUCH, the honorary secretary of the Committee, who referred to the 3,200 lawyers and their wives who came over as representing 120,000 members of the profession in America, where 75 per cent. of the public men are lawyers. And from the other side of the water we receive in the *Central Law Journal* of 20th September a special report of the "Visit to London," which is very appreciative of the arrangements made for the comfort and entertainment of the guests, and with memories of a wet summer we read with some amusement: "It is well to interpolate here that the slight showers every now and then were not surprising to the English, and the Americans soon became well acquainted with them and provided against them." Let us hope that next time our visitors come we shall have "gone dry." "It is interesting to note"—again we quote from the report—"that all the Americans were announced as 'The Honourable'"; this was at the Guildhall dinner. But so many of them were entitled to this prefix in their own country that perhaps the universal appellation is not surprising. Is it not given to all persons of judicial or legislative rank? Most of all, perhaps, the informal nature of the Royal Garden Party at Buckingham Palace appealed to our visitors. "It will go down in history as one of the most democratic proceedings that ever occurred under the eaves of that famous Palace." We have already printed an appreciation of the visit by Mr. THOMAS W. SHELTON, *ante*, p. 59. Few events of recent years are more full of hope for the future relations of the two great homes of the Anglo-Saxon race than the American lawyers' visit.

The Hampton Carson Collection of Legal Documents.

WE POSSESS as our memento of the visit a copy, inscribed in his own hand by Mr. HAMPTON L. CARSON, of Philadelphia, who was President of the American Bar Association in 1919-20, of a catalogue of "The HAMPTON L. CARSON Collection," which was exhibited at Philadelphia on the visit there of the American Bar Association last July. This was the regular business meeting and was preparatory to the meeting of the Association here. The collection contains books, documents, portraits, and autograph letters, illustrative of the growth of English and American Law, and—to quote from the prefatory notice—"it comprises about 8,000 printed books and pamphlets, and about 12,000 pictures and autograph letters, representing not only engravings from authentic portraits of judges and lawyers, but pictures of trials, punishments, executions, Newgate calendars, prison scenes, and engraved pictures of the Inns of Court"; truly a wonderful collection to be made by a single individual. To come to particulars, the exhibits included original editions of classical legal treatises, such as GLANVILLE, BRACTON, FORTESCUE'S *De Laudibus Legum Angliæ*, LITTLETON, COKE, HALE, and BLACKSTONE; Year Books from EDWARD I to HENRY VIII; and the early Digests and Abridgments—STATHAM, FITZHERBERT, and BROOKE. But of special interest, at a time when BLACKSTONE has been so much to the front, is Mr. CARSON'S collection of English editions of the Commentaries. It commences with a copy of the first edition, printed in 1765, and goes regularly on till the 21st edition, printed in London in 1844, the last edition—a note adds—in which the Commentaries appeared in their entirety. Subsequently they were so adapted to existing law as to become practically new works. Then follows a series of the American editions, of criticisms on the Commentaries of BLACKSTONE'S Law Treatises and of other Blackstoniana—altogether a most interesting collection and a remarkable example of American enthusiasm for the lawyer and writer, who was a leading cause of the establishment of our law as the Common Law of America. Incidentally we may notice that an excellent article on BLACKSTONE by Lord BIRKENHEAD appeared in the *Empire Review* for last July. We did not notice it at the time, but when we saw his "Francis Bacon" numbered 2, in a series of "English Judges," we inquired for No. 1, and apparently it was the BLACKSTONE article, though not under this heading. We are waiting to see whether the series will be continued, or whether Lord BIRKENHEAD will now have reason to curtail his literary activities.

Indirect Results of Legislation: The American Presidency.

THE STATUTE OF USES is the most famous instance on record of a legislative enactment the indirect results of which completely defeated the intention of its authors. The Anti-Lotteries Acts of the eighteenth century are another: their object was to preserve for the State a monopoly in the then fashionable expedient of raising public loans by means of lotteries. But the recent American Presidential Election is yet another illustration. When the American Constitution, as drafted by HAMILTON, and amended by the delegates of the seceding States in Congress at Philadelphia, the Federalist party—who feared democracy and change—aimed at securing three things: first, the preservation of "natural rights" in property and liberty, and the protection of existing customs against hasty innovation; secondly, the establishment of an independent Federal Judiciary; and, thirdly, the removal of the Presidency from the sphere of popular election. The first two objects have been at least partially achieved, and the device adopted to secure the third object might have been expected to prove equally successful. It consisted in setting up a Presidential "College" to elect the President and Vice-President, the members of which should be chosen *ad hoc* every four years by the State Legislatures. These Legislatures, however, were themselves elective, and it very soon came about that each candidate for election to a State Assembly or Senate found himself pledged also to vote for his party's nominees to the College of Electors. In fact, this indirect method proved so futile that an amendment of the Constitution early in the nineteenth century substituted direct election of the "College of Electors" by the Congressional voters for its election by the State Legislatures. And very soon the custom grew up by which the delegates of each State to the College were forced to pledge themselves to support *en bloc* the party nominee for the Presidency in their particular State. The College of Electors, chosen on 4th November, does not meet to elect a President and Vice-President until the commencement of March; this provides, one would imagine, a considerable interval for "log-rolling"; yet no delegate has ever yet been known to break in March the pledge he gave in November. Therefore, it is possible to assume to-day that President COOLIDGE will be duly elected President four months hence. This, by the way, is rather an instructive sidelight on the "natural limits" to corruption in politics.

Bonus Debenture Stock and Super Tax.

IT IS interesting to note that the Court of Appeal have reversed (*Times*, 5th inst.) the decision of ROWLATT, J., 40 T.L.R. 781, in *Inland Revenue Commissioners* v. *Fisher's Executors*, and have applied to the issue of debenture stock by way of bonus the rule in *Blott's Case*, 1921, 2 A.C. 171, with regard to bonus shares. *Blott's Case* was decided in the House of Lords by a majority only, Lords HALDANE, FINLAY and CAVE, against the opinions of Lords DUNEDIN and SUMNER, and there was at that time a

good deal to be said for the view that the shareholders were in effect receiving as income the undistributed profits of the company. But the reverse was settled on the technical ground that the shareholders never received the profits as income, but, having regard to the mode of distribution—the shareholders having no option except to take the shares—the profits had become capital before they reached the shareholders. ROWLATT, J., held that bonus debenture stock was in a different position, since the shareholders became creditors in respect of the stock, but in the Court of Appeal the view has prevailed that the debenture stock stands on the footing of capital; that is, the shareholder is bound to leave the undistributed profits which it represents with the company for use as loan capital, and accordingly *Blott's Case* applies. But this result does not seem at all clear.

The Rule in *Seroka* v. *Kattenberg*.

A SHORT NOTE is all that is possible at present on the extremely interesting decision of the House of Lords in *Edwards* v. *Porter* (reported elsewhere), where the decision of the majority of the Court of Appeal was upheld, but apparently for a different reason. It is well known that, after the enactment of the Married Women's Property Act, 1882, most lawyers thought that a husband's liability for his wife's torts had disappeared, and were somewhat surprised to find, a few years later, that in *Seroka* v. *Kattenberg*, 17 Q.B.D., 177, the Court of Appeal thought otherwise. That judgment, which has been followed for a generation, and has been applied without question in a multitude of actions, both in the High Court and the County Court, held that a husband whose wife is not judicially separated from him still remains liable for her torts. The point, indeed, came twice before the courts in later years: in *Earle* v. *Kingscote*, 1900, 2 Ch. 585, where it was extended to all torts, and in *Cuenod* v. *Leslie*, 1909, 1 K.B. 880, where it was reaffirmed by the Court of Appeal despite a strong dissenting judgment of Lord MOULTON, then a Lord Justice. All these decisions, however, were merely Court of Appeal decisions. Consequently in *Brown* v. *Holloway*, 10 Commonwealth L.R. 89, the High Court of Australia expressly refused to regard them as binding on it and exonerated a husband from liability for his wife's torts. During the last two years a number of cases have come before our own High Court in which an ingenious limitation of the rule was adopted, based on an old exception which had been established prior to the Married Women's Property Acts. In these recent cases, of which *Edwards* v. *Porter*, *supra*, is one, a distinction was drawn between frauds committed by a wife which are mere naked torts, and frauds committed by her in securing credit, which are torts mixed up with contract: the husband is liable for the former, but not for the latter—which, by a fiction, are deemed to be in substance cases of unauthorized contracts, not torts. This ingenious distinction leads to many subtleties, and has no real basis of equity or principle behind it. Fortunately, the House of Lords has seen its way to take bolder and sounder ground. It has decided in the present case that both the old pre-1882 rule and the exception in cases of fraudulent credit have been swept away by the Married Women's Property Act, 1882, so that a husband is not now liable for his wife's torts. This, of course, overrules *Seroka* v. *Kattenberg*, *supra*. At least, that is the reason for dismissing the appeal definitely given by Lord CAVE and Lord BIRKENHEAD in their judgments.

The Discretion of Governing Bodies.

SINCE the case of *Taylor* v. *Peterhouse College, Cambridge*, *Times*, 5th inst., has not gone to judgment, the parties having agreed on a settlement, a very interesting point concerning the status of school and college governing bodies has not received judicial determination. In this case an undergraduate sued for a declaration that he had been improperly "sent down," and claimed an injunction restoring to him the full exercise of his rights as a member of the college. The action was settled by the undertaking of the college to rescind the measure taken in his case, and to withdraw the imputation on his character, subject to an undertaking by the undergraduate to recognize the existence of disciplinary authority in the college. Lord DARLING, in sanctioning the withdrawal of the record, expressed his view that the disciplinary authority of a college over its members is absolute and unfettered, and cannot be questioned in any court of law: any derogation from this principle, he said, would be tantamount to the establishment of a Students' Soviet in every college. This latter expression was, no doubt, used by the learned judge in a rhetorical sense, and can scarcely represent his considered view of the law. As a matter of fact, in the early Middle Ages, there were two kinds of European Universities, known to historians as the "Masters" and the "Students" Universities respectively; in the former of which the government was vested in a Congregation of the Graduates (Masters), and the latter in a Congregation of the Undergraduates. Paris, Oxford and Cambridge are examples of the former class; Bologna, St. Andrews and Glasgow, of the latter. The students' universities elected their own "Rectors," who formed the Senates and possessed full disciplinary powers, nor has it ever been suggested that any lack of discipline resulted. This, however, is by the way; indeed, the remarks of Lord DARLING are clearly *obiter dicta*; he did not give a considered opinion after argument. It is clear that any member of a private body, not entrusted with arbitrary disciplinary powers by some statute, is entitled to question a decision of the governing body which purports to expel or suspend him on at least five grounds: (1) that the adjudication was *ultra vires*; (2) that it was not conducted in accordance with the regulations of the body; (3) that the procedure adopted infringed the common law requirements of a fair trial, *e.g.*, that the accused must be given an opportunity of defending himself; (4) that the proceedings offended in some way against "Natural Justice"; or (5) that the adjudication was not *bonâ fide*. These are well-recognized limitations on the discretion of a Club Committee, a Friendly Society, a Learned Society, and similar bodies; we need not quote the familiar cases which established such trite rules. Obviously, the same principle must apply to the government of a college in the absence of statute or inveterate usage to the contrary.

Pensions and the Calculation of Means.

SOME MISAPPREHENSION of the objects served by the machinery under the Old Age Pensions Act seems to be responsible for the resolution just passed by the Wigan Pension Committee, and widely reported in the press, condemning the Ministry of Health for refusing any pension exceeding one shilling per week to an old man who had in fact £1,087. The income from this sum was estimated by the Pensions Officer to be £87 a year, and therefore the pension was reduced to the small amount mentioned. The statutory provision for calculating the "means" of an old ago pensioner consists in (1) allowing him £25 of capital as a free deduction for the total on which income is calculated; (2) assessing the next £375 at 5 per cent. per annum, and (3) assessing all excess of capital over £400, at 10 per cent. In the particular case, £1,087 gives on this basis an annual income of £87. The critics object that the pensioner cannot possibly so invest £1,087 as to get with any reasonable security an income of £87. No doubt this is quite true; but it is also irrelevant to the question. "Means" for the purpose of the Old Age Pensions Act does not mean "annual income," whether derived from earning, investments, or gifts. It is a statutory term which is intended to be a fair measure of the annuity which a pensioner could get from his capital if he so invested it; at least, that is its meaning where a pensioner possesses a fund capable of being realized and invested in the purchase of an annuity. Twenty-five pounds is allowed free, so as to let the pensioner have a sum in hand sufficient to cover his burial and testamentary expenses; but the statute does not contemplate that he should be allowed to leave his capital intact at death and in addition claim a pensioner's rights on the basis of its present income. The rates of calculation actually employed are much below those at which a man of seventy can in fact secure a Government annuity by the investment of his capital therein.

The "Forgiveness" of Debts by Testators.

THE PHRASE "forgiveness of debts" is scriptural rather than juristic. But it is one so naturally occurring to a religious mind *in articulo mortis* that one would expect it often to occur under such circumstances, and therefore it is rather a surprise to find as Mr. Justice TOMLIN did in *Re Neville, Times*, 22nd ult. that no authoritative interpretation exists of this phrase in the reported cases. Here a testator had used the simple words: "I forgive all debts owing to me." There is no doubt, of course, of the validity of such a clause as a testamentary release of debts actually owing to the testator at the moment of his death. But the question arises as to whether "debts" is to be used in the technical legal sense of the term, or with some more limited significance. In the actual case there existed mortgage debts on house property and moneys lent by way of deposit, called deposit stock or shares, in building societies, and also joint stock shares and Government stock. The learned judge took the view that neither mortgage debts nor building society deposits could properly be included within the term "debts," since the word "forgive" suggested a personal note and primarily was intended by the testator to refer only to loans made to friends and matters of that kind. Stock, and shares and mortgages, although in law choses-in-action, would appear to the plain man to be property, rather than debts; therefore he refused to extend the phrase so as to include items such as these. But an interesting question is left open by the reliance of the judge on the special significance of the verb "forgive," as the basis of his judgment; he leaves it open whether or not he would have taken the same view had the word been "release" or "cancel," instead of "forgive." And this obviously leaves open a very wide door.

Imprisonment for Crown Debts.

THE HARD CASE of Captain FIRMIN, who has just been arrested after the legal interval of fourteen days, for failure to pay his share of the penalty of £56,000 recovered by the Crown in a Revenue information in respect of "gun-running," has drawn public attention to the anomalous provision in the Judgment Debtors Act of 1868, which makes "Crown debts" one of the six exceptions to the abolition of imprisonment for debt effected by that statute. All three defendants, apparently, will remain in prison all their lives, unless the Crown voluntarily releases them, since none has means to pay; this is regarded as specially hard in the case of Captain FIRMIN, who was merely employed to navigate the offending ship and was not proved to have any share or interest in the project. But the rule bears equally hard against ratepayers, taxpayers and others who are unable to pay sums due to the Crown or to local authorities. Some alteration of the provisions seems desirable in this case, as well as in that of married men, without means, to pay alimony due under separation orders, who, under the present law, are sometimes imprisoned for years until the death of a vindictive wife secures their release. Of course the penalties under the Customs Act are mere antiquated absurdities.

Third Party Indorsement of an Incomplete Bill of Exchange.

SINCE the decision of Mr. Justice ROWLATT, though restored by the House of Lords, in *Gerald MacDonald & Company v. Nash & Company*, 1924, A.C. 625, had been reversed in the Court of Appeal, it would be unreasonable to say that in the supreme tribunal obvious common sense prevailed over ingenious technicalities. Clearly there are two sides to a point which has undergone so much difference of interpretation at the hands of different courts equally worthy of esteem. But most practitioners in the Commercial Court, and nearly all laymen, we fancy, will have little hesitation in coming to the conclusion that the view taken by the House of Lords represents the "natural justice and equity" of the matter in dispute.

The facts, abbreviated by the elimination of all intricacies, were just these: In May, 1920, certain vendors of materials, originally war disposal stores, contracted to sell them to purchasers, cash against delivery, for about £9,500. When the time to take delivery arrived, the purchasers could not find the ready cash required in order to obtain immediate delivery under the contract. They called in the assistance of a third party, who agreed to finance the transaction, on terms agreed between them, by advancing three-fourths of the purchase money. Negotiations were then entered into with the vendors. Finally the following *modus operandi* was fixed up between all three parties. The vendors were to draw on the purchasers bills of exchange, nine in number, for sums amounting in all to £8,117, payable six months after date. These bills were to be made payable to the vendors' own order, and were to be duly accepted by the purchasers. They were to be indorsed by the financing third party upon the vendors giving them delivery orders for 16,000 out of 19,000 cases of the goods covered by the contract. This delivery was duly made and the bills, accepted by the purchasers and indorsed by the third party, were duly handed back to the drawers. The place for a payee's name remained blank, but the drawers filled in their own name before presentation. Six months after date, the bills having been presented to the acceptors (purchasers) by the drawer-payee-holders (the vendors), were dishonoured. The vendors, as holders in due course, thereupon took what in the case of a normal bill without these peculiarities would be the common form step: they sued the indorsers as liable on the bill. The question at issue was whether or not they could do this.

In a case like this a good deal turns on the findings of fact. Therefore we will leave out any consideration of difference as to these which arose in the first instance court, but were not fought in the Court of Appeal; we will confine attention to the state of facts actually found by the House of Lords, the Court of Appeal and the first instance judge to be those which had occurred. A plea of misrepresentation was negatived by the learned trial judge after hearing the witnesses. So was a contention that the indorsement, made by a representative of the indorsing firm, was not binding on them for want of authority on that representative's part. So also was a third contention that the bills were mere accommodation bills between vendors and indorsers intended only to enable the former to use the latter's name so as to secure the discounting of the bills on the market. The substantial points, after elimination of these issues of fact, remained as follows:—First, can a bill be said to be issued, so as to render it a negotiable instrument, when the drawer is also the payee? And secondly, can a bill which is incomplete when accepted and indorsed, owing to the absence of a payee's name, be a good negotiable instrument so as to give to a holder in due course, who subsequently fills in the payee's name in the blank place, the common form right of recourse against the indorsers when the bill has been dishonoured?

In substance these contentions reduce themselves to this: Was the bill a negotiable instrument despite the fact that, when accepted and also when indorsed, there was no name of the payee? And, if it was negotiable at that date, did it remain negotiable, or cease to be negotiable after the holder had made a "material alteration" in the instrument by adding his own name as payee, and writing it in ahead of the indorsers' names so as to impose on them the liability of indorsers to subsequent holders? Here, looking to the substance and intent of the transaction, commercial men would probably feel very little difficulty in brushing aside these subtleties. They would be inclined to say that—(1) the indorsers got from the purchasers delivery orders for goods roughly equivalent in value to the amounts represented by the bills; (2) they got these by indorsing bills which they knew to have a blank for the payee's name; and (3) they obviously would not have got the goods had not their signature to the bills been deemed good value for the price of the goods. Surely, then, they are precluded from saying that the bills are in law "mere pieces of paper not negotiable, or

that they do not incur the common form liabilities of an indorser to a holder in due course."

Courts of law, however, are not at liberty to dispose of legal technicalities in quite so summary a way. As a matter of fact, if the technicalities had been decided adversely to the vendors, as they were decided by the Court of Appeal, it seems to us that something by way of "estoppel" might have been urged in the House of Lords to deprive the indorsers of the fruits of the victory they won below. As, however, the House of Lords saw its way clear to dispose of the technical arguments raised by the indorsers on their merits as technicalities, the question of "estoppel" did not arise, and need not be considered here.

Now, before considering the two points actually determined by the House, let us first point out—what was never in dispute—that the indorsers of a bill are liable to a holder in due course whether or not they ever had any property in the bill. Strictly, an "indorser" of a bill ought to be a person—payee, or some subsequent holder—who has possessed a title to the bill and has then transferred it, for value or otherwise, to a subsequent holder. The transferor indorses the bill to the transferee, and thereby guarantees that, in the event of the holder not getting paid by the acceptor or any intermediate holder between acceptor and the indorser, the latter will pay him the amount of the bill. But it is not necessary that the indorser should ever have been himself either a payee, or a transferee, or a holder in any right of the bill. A person who indorses a bill, in popular language a party who "backs" the bill, takes upon himself full liability to any subsequent holder in due course whether or not he has had any interest in the bill. That was clearly pointed out by Lord WATSON in *Steele* v. *McKinlay*, 5 App. Cas. 754, 782; and, indeed, any other view would destroy altogether the commercial efficacy of indorsements to negotiable instruments. It is of the essence of negotiability that a holder in due course should not be put to the necessity of investigating the title of indorsees before he accepts the indorsement. Of course, in the present case the vendors were scarcely "holders in due course" in the normal sense of that term, for they had abundant notice of any defects there might be in the titles of any person whose name appeared on the bills; they knew all about them. But in the actual facts this was irrelevant. For the indorsers had by indorsement taken upon themselves such liabilities as an indorser normally undertakes towards holders in due course; the undertaking of this liability, in fact, was the very purpose of their indorsement.

This brings us, then, to the first of the technical issues mentioned above. Is this a bill of exchange at all? When accepted and also when indorsed it had a blank space where the payees' name was intended to be inserted. It would seem, then, that it is lacking in a material particular of a negotiable instrument, and therefore is void, in fact a mere "scrap of paper." But here both the Law Merchant and the Bills of Exchange Act, 1882, come to the rescue of such a bill. For the latter, codifying the former, provides that when a bill is wanting in any material particular, the person in possession has a *primâ facie* authority to fill up the omission as he chooses: s. 20. Where there is an authority in the holder so to fill up blanks, and he does so in a proper manner, the bill acquires a *retrospective* validity as a negotiable instrument: *Glenie* v. *Bruce*, 1907, 2 K.B. 507; *Gooch's Case*, 1921, 2 K.B. 593. There is an apparent decision to the contrary in *Shaw & Co.* v. *Holland*, 1913, 2 K.B. 15; but as the late Lord STERNDALE pointed out in *Gooch's Case, supra*, in that case there was, (1) no authority in the drawer to complete the bill, and (2) no agreement by the indorser to assume liability. Such a case has no bearing where both the drawer's authority and the indorser's liability appear clearly from the surrounding circumstances and the proved facts.

There remains, however, the further issue. Supposing the drawers have authority to make the bill a valid instrument by writing some payee's name in the blank space, are they entitled to write in their own name, and then strike out the drawer's name (their own) and the payee's name (their own) in order to sue (as final holders in due course) the indorsers (as parties *prior* to the holder in due course). All this looks rather like breach of the simple rule that one cannot both approbate and reprobate. It looks as if the vendors were exercising—(1) the drawer's authority to put in a payee's name in order to create a valid bill; and then (2) the holder's authority to strike out the name in order to have a right of immediate recourse against the indorsers. Really, however, there is no such "approbation and reprobation." For the vendors "approbate" in one legal *persona* and "reprobate" in a quite distinct legal *persona*. They are at once drawers, payees, and holders in due course of the bill. It is as "drawers" that they put in the payee's name (their own), and as "holders" that they strike it out for a different purpose. Since those two characters are quite distinct, there is not really any inconsistency.

As a matter of law, however, a bill payable to the drawer's order is not really a "blank" instrument at all. Unless the drawer fills in a payee's name, there is an implication of law that he has filled in his own and that the bill is payable to himself: *Smith* v. *M'Clure*, 1804, 5 East, 476, where Lord ELLENBOROUGH said, "a bill payable to a man's own order was payable to himself if he did not order it to be paid to any other." It would seem, then, that even if the drawers had never filled in the payee's name at all they would have been entitled to regard the bill as payable to themselves by operation of law.

The Law of Property Bills.

(*Continued from p.* 67.)

II.—THE LAW OF PROPERTY BILL.

THIS is the most important in the series of Bills. It is headed Law of Property (Consolidation), but we are glad to see that it is not proposed to retain the last word. Clause 209 gives "the Law of Property Act, 1924" as the title of the Act. A mistake was made in retaining "Consolidation" in the title of the Companies Act, 1908. It was not done in the Marine Insurance Act, 1906, or the Income Tax Act, 1918. Statutes of this nature are being continually referred to and the word "Consolidation" makes the title cumbrous and inconvenient. And while we are offering a verbal criticism, we may suggest that the correct way to refer to clauses in schedules is to speak of them as "paragraphs" and not as sections. A reference to a section of an Act implies that the provision is to be found in the body of the Act. The length of the schedules to the Law of Property Bill and the Settled Land Bill makes the matter of some importance, and it is doubtless due to an oversight that in the Law of Property Bill, provisions in the schedule are referred to as "paragraphs," while in the Settled Land Bill they are "sections." Whichever is the more correct it is desirable to have uniformity.

The Law of Property Bill does a good deal more than consolidate the Conveyancing Acts, 1882 to 1890, with the Conveyancing part of Lord BIRKENHEAD'S Act. It goes back as far as 1540, and includes in the consolidation a large number of statutes of frequent application in conveyancing, and also generally in respect of real and leasehold property. The statute of 1540 is the well-known Act, 32 Hen. 8, c. 34, which first made the benefit and the burden of the covenants in a lease run with the reversion. It was extended by ss. 10 and 11 of the Conveyancing Act, 1881, and again by s. 2 of the Conveyancing Act, 1911, and all these enactments are now consolidated in Clauses 141 and 142 of the present Bill. The next two statutes to be included are the two statutes of Eliz.—13 Eliz. c. 5 (Fraudulent conveyances) and 27 Eliz. c. 4 (Voluntary conveyances in fraud of purchasers), and these appear in Clauses 172 and 173, the latter with the variation introduced by the Voluntary Conveyances Act, 1893. Then comes s. 4 of the Statute of Frauds, and this, so far as it relates to sales or other dispositions of land, is reproduced in Clause 40. Coming down to the last century, the Real Property Act, 1845, is included, and the fundamental principle of modern conveyancing that lands "lie a grant" is repeated in Clause 51. And the Satisfied Term Act, 1845, is included in the consolidation,

with an extension to leasehold interests, so that a term of years ceases when its purposes become satisfied, whether it was created out of a freehold or leasehold interest, thus getting rid of the inconvenient decision, which caused so much interest among conveyancers at the time, in *Re Moore & Hulme's Contract*, 1912, 2 Ch. 105. That the Bill does not, however, profess to be a consolidation of the whole statute law of property is shewn by some significant omissions; in particular, the Fines and Recoveries Act, 1833, remains untouched, save in so far as it is extended to personalty by the provision enabling such property to be entailed (Clause 130). And the Limitation and Prescription Acts are not included in the scheme. Indeed, it is specially provided that nothing in Part I of the Bill, which lays down the general principles as to legal estates, equitable interests, and powers, shall affect the operation of these Acts.

It should be noticed that the way for the consolidation is prepared by the Law of Property (Amendment) Bill, which has with regard to each of the Consolidating Bills a double operation. Each of those Bills has assigned to it a schedule of the Amending Bill, divided into two parts, the first said to contain amendments of the law on minor details to remedy errors and omissions in the Act of 1922, the second containing amendments intended to prepare the way for consolidation by removing doubts. But this is only the draftsman's way of saying that it is considered desirable to make extensive amendments in, and additions to, the Act of 1922, and that the changes of drafting required to enable the work of consolidation to be done have proved very numerous. In fact, the changes occupy some 120 pages of the Amendment Bill, and it does not seem that the division of each of the schedules into two parts very accurately distinguishes between substantial and drafting alterations. Thus the re-drafting of s. 3 of the Act of 1922 (the "Curtain Clause") which would seem to be substantial enough to have attention called to it in Part I, is treated as a minor matter to be passed over without special notice, and the new provisions as to tacking and further advances, and as to notice of trusts affecting mortgage debts, whether they are mere re-drafting or not, should be carefully considered. These matters are in paras. 1, 22 and 24 of Part II of Sched. III. As to amendments which the draftsman recognizes as substantial by placing them in the first part of the schedule, one is fundamental. This is the extension to equitable interests in land, and in moneys representing land, of the rule in *Dearle* v. *Hall*, 3 Russ. 1, as to priority of mortgages depending on notice. Hitherto this has only applied to personal estate. An equitable mortgagee of land does not gain priority by giving notice to the owner of the legal estate: *Hopkins* v. *Hemsworth*, 1898, 2 Ch. 347; though it is otherwise if the land is subject to a trust for sale, and the mortgage affects the proceeds of sale: *Lloyds Bank* v. *Pearson*, 1901, 1 Ch. 865. It is now proposed to give the rule the extension above stated, and with this is combined a proposal for nominating trust corporations to receive notices: see Sched. III, Part I, paras. 26 and 27. The conversion of all interests in land, other than the fee simple absolute or a term of years, into equitable interests may be a suitable occasion for this change as to the doctrine of priority by notice; but it is one of the most important provisions either of the Act of 1922 itself or of these additions to it.

We do not propose to attempt a verbal criticism of the Bills, but there are two small points which, if they are not attended to, will cause draftsmen in the future a good deal of perplexity. They are in connection with trusts for sale and settlements. Clause 25 of the Law of Property Bill provides that "a *full* power to postpone sale shall, in the case of every trust for sale of land, be implied unless a contrary intention appears." Now we know what a power to postpone sale is: it is common form to insert it in testamentary trusts for sale and conversion. But what is a full power we do not know. Turning to the interpretation clause (Cl. 205), we find, item xxix, that "'full power to postpone a sale' means power to postpone in the exercise of a discretion." But every power to postpone is a power to postpone in the exercise of a discretion, so the definition does not help, and we are left with the phrase "full power to postpone" as a source merely of embarrassment. Of course it should be simply power to postpone, and the word "full" and the definition should be cut out. This, indeed, seems to be recognized by the draftsman, for in Sub-clause (4) of Cl. 25 he uses the ordinary expression "power to postpone" in a case where it seems clear that the power must be discretionary:—

> "(*a*) Where a disposition or settlement coming into operation after the commencement of this Act contains a trust either to retain or sell land the same shall be construed as a trust to sell the land with power to postpone the sale."

If there is any virtue in "full power" why is it the expression is not used here? We hope that our suggestion will be adopted, and that the conveyancer of the future will not have the embarrassment of trying to distinguish between "power to postpone" and "full power to postpone."

The other point arises on the Settled Land Bill, but as it is very similar we may as well get rid of it at once. In the first Form of Vesting Deed given in Sched. I to this Bill there is a clause stating that the persons named as trustees are "the trustees of the settlement for all the purposes of the Settled Land Act," and this is incorporated by reference in two subsequent Forms. But why "*all* the purposes"? A trustee is either a trustee for the purposes of the Settled Land Act or he is not. The word "all" is meaningless and should be cut out. In the fifth Form (Vesting Consent) it does not appear, and no draftsman, we imagine, would think of putting it in. The only reason for calling attention to the matter is that the scheduled forms may be thought to have some special virtue. This is so, no doubt, in the sense that they furnish a very useful guide to the conveyancer, and if he uses these or like forms they are "in regard to form and expression" to be sufficient (Law of Property Bill, cl. 206 (1)). In the Settled Land Bill the scheduled Forms are said to be "examples of instruments framed in accordance with the provisions of this Act" (cl. 15). The provision in the Law of Property Bill is reproduced from s. 57 of the Conveyancing Act, 1881, but the scheduled short forms to which it refers have, we believe, rarely been specifically used in practice, although they may have influenced practice. The present occasion is different because the change in conveyancing is much greater than in 1881, and the draftsman has performed a very useful service in furnishing model forms. But they should not contain anything calculated to cause embarrassment, and the impression should not be given that it is necessary to refer to trustees as trustees for all the purposes of the Settled Land Act. A minute point, we may be told, and in one sense no doubt that is so. But since the title under the vesting instrument will depend on the validity of the appointment of trustees, the future draftsman should not be embarrassed by the suggestion that trustees for all the purposes of the Act are different from trustees simply for the purposes of the Act. The Settled Land Bill itself, we believe, gives no justification for the insertion of "all."

There is a further matter, largely of drafting, to which we wish to call attention, namely, the complication introduced into the Law of Property Consolidation Bill by the preservation of the different dates at which changes in conveyancing have been made, particularly 1881 and 1911. This we propose to take up next week, and also the new form in which the "Curtain Clause" appears.

(*To be continued.*)

At Manchester, on the 1st inst., Henry Richard Horrocks, 56, of Langdale Avenue, Levenshulme, was remanded till Friday on a charge of throwing vitriol at Mr. A. E. Chatham, solicitor, and Mr. H. Eltoft, Deputy-Registrar of Salford Court of Record. It was stated that the offence was committed on Friday at the conclusion of a case in which Mr. Chatham had acted for the accused. The liquid struck Mr. Chatham on the cheek and he may lose one eye. Mr. Eltoft was injured on the hand, and Horrocks himself did not entirely escape. He appeared in court with his eyes inflamed and red marks on his cheeks. When charged, Horrocks said he did not intend to hurt Mr. Eltoft; it was all directed against Mr. Chatham.

Rent Restriction and Apportionment of Rent.

In order to determine the standard rent or the rateable value of premises, within the Rent Acts, it may at times be necessary to resort to apportionment.

The Rent Acts may apply not only to the whole of a house, but also to portions thereof, as where a house is let out in separate flats or tenements, and it will be found that generally recourse must be had to apportionment in order to determine the standard rent or rateable value of a portion of a house, which hitherto has been let as a whole. On the other hand, cases may occur, when it is necessary to apportion, in order to determine the standard rent or rateable value of the whole of a dwelling-house. Thus, two or more houses may have been previously let together under one demise and at one rental. If subsequently each house is let separately it may very well be that an apportionment must be made in order to determine the standard rent of each house.

Section 12 (3) of the 1920 Act deals with apportionment, but no rules are laid down as to when an apportionment must be made. One must, therefore, turn to the decided cases in order to find the principles to be applied in cases of apportionment.

Section 12 (3) of the Act of 1920 is as follows:—

> "Where for the purpose of determining the standard rent or rateable value of any dwelling-house to which this Act applies, it is necessary to apportion the rent at the date in relation to which the standard rent is to be fixed, or the rateable value of the property in which that dwelling-house is comprised, the County Court may, on application by either party, make such apportionment as seems just, and the decision of the Court as to the amount to be apportioned to the dwelling-house shall be final and conclusive."

It is for one purpose alone, that apportionment is permissible, viz., in order to determine the standard rent or the rateable value of the dwelling-house, which of course includes a part of a dwelling-house, or rooms in a dwelling-house (s. 12 (2), (8)), but the determination of the standard rent and the rateable value by apportionment may in itself be necessary to determine other important matters, such as the application of the Acts to the part in question (*i.e.*, whether the standard rent or rateable value as apportioned come within the limits of s. 12 (2)), or again the amount on which the increases are to be based. (See ss. 1 and 2 of the Act of 1920.)

With s. 12 (3) of the Act of 1920, it is essential to read s. 12 (1) (*a*) which gives a statutory definition of "standard rent."

It will be observed that the Act provides three alternative dates with reference to which the standard rent is to be calculated. The first date is 3rd August, 1914. If the premises were let at that date the rent then payable will, *cet. par.* be the standard rent. If the premises were not let on the 3rd August, 1914, the rent payable when it was last let before that date will, *cet. par.*, be the standard rent, and finally, if the premises were let for the first time subsequently to the 3rd August, 1914, the rent at which the premises were so let will, *cet. par.*, be the standard rent.

Inasmuch as the Acts may apply not only to the whole of the dwelling-house, but even to a part thereof, it is ne cessary when an apportionment is sought, to enquire whether the part has been hitherto previously let separately. If, for instance, the part was let separately on the 3rd August, 1914, there is no necessity to go any further, and the rent payable for such part on the 3rd August, 1914, will be the standard rent of that part. If, however, the whole house was let as a whole on the 3rd August, 1914, a *primâ facie* case for apportionment will be made out, though even in such a case, it is submitted, that if you can prove a separate letting of the part prior to 3rd August, 1914, then the rent payable under such prior letting will be the standard rent of the part, notwithstanding the fact that the whole of the house was let on 3rd August, 1914.

On the other hand, if the whole house was let on the 3rd August, 1914, or previously thereto, and the part was for the first time let separately subsequent to the 3rd August, 1914, then a distinction, it is submitted, must be drawn, and the following rules will apply:—

First, if at the time when the part was so let separately the whole house did not come within the Acts, then the rent at which the part was so let will be the standard rent of the part.

Secondly, if, however, the house was controlled at the time of such separate letting, an apportionment will be necessary of the rent payable for the whole house at the material date.

The above principles may best be expounded with the help of illustrations:—

(1) Blackacre, consisting of four floors, is let as a whole in 1912 for three years at a rent of £20 per annum. On 3rd August, 1914, the first floor of Blackacre is sublet at a rent of £10. The standard rent of the first floor is £10 per annum, and no apportionment is necessary.

(2) Blackacre is let in August, 1914, as a whole for £20 per annum. In 1912 the first floor was let at a rent of £10 per annum. It is submitted the standard rent of the first floor will be £10 per annum, and no apportionment will be necessary.

(3) In August, 1914, Blackacre is let for three years at £200 per annum, and the rateable value thereof is £175, the house as a whole not being controlled during the period of the above tenancy. In 1916 the first floor of Blackacre is sublet for £85. The standard rent of the first floor will be £85 per annum, and no apportionment will be necessary. It should also be observed that, although the rent of the whole house is £200, nevertheless £200 is the standard rent of the whole house.

(4) In August, 1914, Blackacre is let for three years at a rent of £20 per annum, and the house is controlled under the 1915 Act. In 1916 the first floor is sublet for £10 per annum. In this case apportionment will be necessary, in order to determine the standard rent of the first floor.

Reference should be made to *Sinclair* v. *Powell*, 1922, 1 K.B. 393. In that case a dwelling-house in London, which was let at £65 a year on 3rd August, 1914, was subsequently converted into three separate and self-contained flats, which were let to different tenants and separately rated. It was held, on an application for apportionment made by the tenant of one of the converted flats, that there could be no apportionment, and that the standard rent of the flat was the rent at which it was first let after the conversion. Bankes and Atkin, L.JJ., based their judgment on the ground that the house had by the conversion lost its original identity, and that each flat was since the conversion to be regarded as a new dwelling-house for the purposes of the Acts. But the judgment of Scrutton, L.J., was based upon a different ground, *viz.*, that as at the date of the conversion the house was not within the Rent Acts, the landlord was entitled to charge any rent he pleased for the portions carved out of it. "The standard rent applicable to this flat," the learned lord justice says at page 403 of the report, "was the rent at which it was first let, provided there was at the time no legal objection to its first letting. There was in this case no such legal objection, and in my view, the flat had a standard rent of £50, and there was no need to apportion any rent existing in 1914. If the whole house had been within the 1915 Act, a different question would have arisen, similar to the question raised in *Woodward* v. *Samuels*, 89 L.J. K.B. 689, where the house when divided and first let in flats was within the 1919 Act. The whole house here was not within any Rent Restriction Act at the time it was divided, and the Divisional Court on this ground distinguished the present case from *Woodward* v. *Samuels*, I think, correctly. I desire to reserve the question whether *Woodward* v. *Samuels* was correctly decided till the question arises before us on facts raising it."

In *Woodward* v. *Samuels*, a house was let in August, 1914, at a rent of £45. In 1919 it was converted into three flats, let at rents aggregating £152. The court held that a case for apportionment was made out, though it might have been otherwise had the whole house been pulled down and rebuilt. It will be as well to point out that it was to meet the effect of this decision and to encourge building and the provision of greater housing accommodation by the conversion of houses, that s. 12 (9) was inserted in the Act of 1920. In view of the decision of the Court of Appeal in *Sinclair* v. *Powell*, one can only reconcile *Woodward* v. *Samuels* by maintaining that the effect of the conversion in that case was not such as to change the identity of the whole building.

As has been mentioned above, Lord Justice Scrutton based his judgment in *Sinclair* v. *Powell* on the ground that the landlord was entitled to charge whatever he pleased for each portion of the house, because at the time the whole of the house was not controlled. A view diametrically opposite to that of Lord Justice Scrutton was, however, taken by the Divisional Court in *Woodhead* v. *Putman*, 1923, 1 K.B. 252. In that case a house at Weston-super-Mare was let on 3rd August, 1914, at £60. In May, 1919, at a time when the premises were not controlled, the second floor was let separately at £55. No structural alterations had been made, but water and gas had been installed on the second and third floors. The Divisional Court held, that the fact that in May, 1919, when the second floor was let, the house was not controlled, was an irrelevant consideration, and that the county court judge was entitled on the facts to make an apportionment.

Whether the view of Scrutton, L.J., or the view of the Divisional Court in *Woodhead* v. *Putman* ought to be followed, remains a question which may yet call for further consideration.

Section 12 (9) of the Act of 1920 provides that the Act is not to apply to a "dwelling-house erected after or in course of erection on the 2nd April, 1919, or to any dwelling-house which has been since that date or was at that date being *bona fide* reconstructed by way of conversion into two or more separate and self-contained flats or tenements." But it should be observed that no order for apportionment may be made where the premises have been

converted prior to April, 1919, or even where the effect of the conversion does not amount to complete reconstruction within the meaning of s. 12 (9) of the Act of 1920. Mr. Justice Salter, in examining the considerations which should guide a judge in deciding when a particular flat is to be regarded as let for the first time, says in *Marchbank* v. *Campbell*, 1923, 1 K.B., at p. 250: "In my opinion this is a question of fact and depends on the nature and extent of the structural alteration. It is not, I think, to be inferred from the terms of s. 12 (9) that apportionment must always be made unless the structural alteration amounts to complete reconstruction within that sub-section. . . . It is a question of the physical identity of the applicant's dwelling-house. To justify a judge in finding that the part was first let when it was first let separately, there must be, in his opinion, not merely a new and separate dwelling-house in law by virtue of a new and separate letting, but a new and separate dwelling-house in fact, by virtue of substantial structural alteration."

According to Mr. Justice Salter in *Marchbank* v. *Campbell*, whether the reconstruction is such as to alter the identity of the premises is a question of fact, but the opinion of Mr. Justice McCardie in *Darall* v. *Whittaker*, 39 T.L.R. 447, was that the question was one of mixed fact and law, although Mr. Justice Lush's view in the same case was similar to that of the Divisional Court in *Marchbank* v. *Campbell*. This is a distinction of some importance, because it may affect the right of appeal from the judge's findings (see 39 T.L.R. at page 448).

Where premises are so reconstructed so that their original identity is lost, not only those portions on which the work of reconstruction was done, but even other portions of the same premises, although unaffected by the reconstruction, will be regarded as new dwelling-houses for the purpose of the Rent Acts, so that no apportionment can be claimed, the standard rent being the rent at which each portion was first let subsequent to the reconstruction.

In *Stockham* v. *Easton*, 39 T.L.R. 472, where a landlord had reconstructed a house as a whole, and effected great improvements in one part thereof, the Divisional Court held that the tenant of another part in which the alterations were very trivial, could not obtain an order for apportionment, inasmuch as the part in question had derived benefits, although indirectly, from the alterations to the whole house. In *Abrahart* v. *Webster*, 40 T.L.R. 707, the court appears to have gone even further in holding that there can be no apportionment in such a case, even of a portion which has not been affected by the reconstruction, at any rate after such reconstruction, the opinion, however, being expressed that the rights of apportionment, in respect of the portion in question, could not possibly have been taken away had an application to apportion been made before the reconstruction actually took place.

Where an order for apportionment is made the order will be retrospective, *Kimm* v. *Cohen*, 40 T.L.R. 123. The tenant, therefore, will be entitled to claim all overpayments of rent made by him prior to the order, subject now, of course, to the limitation provided by s. 8 (2) of the 1923 Act, whereby such sums are recoverable at any time within six months from the date of payment, or in the case of a payment made before the 31st July, 1923, at any time within six months from the 31st July, 1923.

An order for apportionment will be binding on the persons who were parties to the application, and their privies, but it is doubtful whether it would be binding on other persons, as for example, on a previous owner of the property. There is no authoritative decision, and the Divisional Court differed on this question in the case of *Wedgwood* v. *Heddersley*, Est. Gaz., 5th May, 1922. According to r. 6 (1) of the Rent Restrictions Rules, it is provided that in any application under the rules, the summons must be served on every person affected thereby, and it is submitted, therefore, that a certificate for apportionment can only be binding on those persons who were parties to the proceedings, or were served with the summons as being persons affected thereby.

In conclusion, it should be observed that an application for an apportionment is an application under the Rent Restrictions Rules, and the proper procedure, therefore, is that set out in r. 7 of the Rent Restriction Rules, 1920. The application in the first instance must be made before the Registrar, though the Registrar may refer the matter to the judge, and must do so on the application of either party at the hearing, but before he has given his decision. An appeal, of course, lies from the Registrar to the judge. Notice must be filed within four clear days from the date of the determination and order of the Registrar, after the lapse of which time the leave of the judge will be essential.

An application for apportionment, moreover, may be made, although there are no other matters of dispute between the parties: *Rex* v. *Scully*, exp. *Boon*, 1923, 1 K.B. 365.

[Since this article was written, the Court of Appeal has reversed the decision of the Divisional Court in *Abrahart* v. *Webster*, and has held that the tenant was entitled to an apportionment, inasmuch as his portion of the premises was unaffected by the reconstruction. See 158 L.T., p. 350.]

Reviews.

Executors in Scotland.

THE CONFIRMATION OF EXECUTORS IN SCOTLAND, According to the Practice in the Commissariat of Edinburgh. By the late JAMES G. CURRIE, Deputy Commissary Clerk of Edinburgh. Fourth Edition. Revised and in part re-written by JOHN BURNS, W.S. W. Green & Son, Ltd. 21s. net.

It is one of the historical curiosities of the Union between England and Scotland, that two countries so closely identified in interest and social intercourse should have legal systems based, if not on totally different principles—and indeed in many matters the principles are different—yet upon totally different legal conceptions and words. The practice with regard to the administration of the estates of deceased persons is a well-known instance of this, and yet questions of Scottish administration so often arise in this country that practitioners here require to have at least a working acquaintance with the law and practice in Scotland. This is very conveniently expounded in the present work and the procedure of confirmation of executors-nominate, which corresponds to our grant of probate, and of executors-dative, which corresponds to our grant of letters of administration, is made clear. We gather that the Scots term for probate is testament-testamentar, and for administration, testament dative. But doubtless the English lawyer will not attempt to go far in these matters without Scottish help.

Books of the Week.

Landlord and Tenant.—The Law of Landlord and Tenant, including the Practice in Ejectment and Rent Restrictions. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. Eighth edition. Butterworth & Co. 50s. net.

Landlord and Tenant.—The Relationship of Landlord and Tenant. By EDGAR FOA, M.A., Barrister-at-Law. Sweet and Maxwell, Ltd. £2 12s. 6d. net.

Partnership.—The Law of Partnership. By J. ANDREW STRAHAN, M.A., LL.B., and NORMAN H. OLDHAM, B.A., LL.B., Barristers-at-Law. Fourth edition by J. A. STRAHAN. Sweet and Maxwell, Ltd. 10s. net.

Distress.—The Law of Distress. By J. B. RICHARDSON, LL.B. (Cantab.), Barrister-at-Law. Ernest Benn, Ltd. 18s. 6d. net.

Legal Abridgment.—Fletcher Moulton's Abridgment for 1925. By H. FLETCHER MOULTON and GRAHAM OLIVER, Barristers-at-Law. Ernest Benn, Ltd. 6s. net.

Local Government.—The Local Authorities Diary and Abridgment of the Year's Changes in the Law. Edited by RANDOLPH A. GLEN, M.A., LL.B., H. FLETCHER MOULTON and GRAHAM OLIVER, Barristers-at-Law. Ernest Benn, Ltd. Paper boards 10s. 6d. net; cloth, 12s. 6d. net.

Rating.—Rating and Income Tax. Vol. I, No. 1, 31st October. Argus Printing Co. Ltd., 10, Temple-avenue, E.C.4. 6d.; post free 7d. This is a new paper, intended for those interested, professionally or privately, in Rating and Taxation Law and Practice.

King John's charter to the Borough of Kingston-on-Thames, authorizing the corporation to hold a market in the town stipulated that this right must not be infringed by the establishing of a market in any other town within a radius of seven miles of Kingston. When, therefore, a few weeks ago, the Chiswick Council, whose area is within the seven-mile radius, as the crow flies, though on the verge of it, intimated their desire to start a market in that town, they were told that they could not do so by virtue of the said charter. At a meeting of the Kingston Council, on Tuesday of last week, the Market Committee reported that, after having interviewed representatives of the Chiswick Council, they were prepared to consent to a market being started in Chiswick, subject to a proper agreement being drawn up. Councillor Smith, Chairman of the Market Committee, said a market at Chiswick would not affect the market at Kingston to an appreciable extent, being situated on the outskirts of the seven-mile radius. It was desired to centralize some 50 or 60 ex-Service men, who at present sold goods in the streets, and the Chiswick Council had given an undertaking formally to acknowledge the rights of Kingston in the matter and to pay to Kingston a nominal sum per annum. The matter stands adjourned pending the framing of a satisfactory agreement.

CASES OF THE WEEK.

House of Lords.

EDWARDS *v.* PORTER. 31st October.

HUSBAND AND WIFE—TORT OF WIFE—MONEY BORROWED BY WIFE—FALSE REPRESENTATION BY WIFE THAT MONEY BORROWED FOR HUSBAND—IMPLIED WARRANTY—LIABILITY OF HUSBAND.

A married woman asked the plaintiffs to lend her husband money to pay rates and certain charges for repairs to some property belonging to him. On this representation the plaintiffs handed her the money. The representations were false and were made fraudulently. The husband knew nothing of the matter, he had no need to borrow money and never authorised his wife to obtain a loan, nor did he receive any of the money.

Held, that the fraudulent representation of the wife was not a tort for which the husband could be sued as being liable for his wife's torts.

Seroka *v.* Kattenburg, 17 Q.B.D. 177, *disapproved.*

This was an appeal from an order of the Court of Appeal, 1923, 2 K.B. 538; 67 SOL. J. 482, affirming a judgment of Bailhache, J., 1923, 1 K.B. 268; 67 SOL. J. 248. The action was brought by the appellants against the respondent and his wife for damages for fraudulent misrepresentations made by the wife, and they claimed £355 as money lent. They alleged that the female defendant came to them and asked them to lend her husband money to pay his rates and certain charges for repairs to some property belonging to him. All these representations were false and they were made fraudulently. The husband had no need to borrow. Nor did he receive any of the money, which was spent by the wife. The plaintiffs now sued both the female defendant, who actually borrowed the money, and her husband. The defence was that the husband never authorised his wife to borrow the money, and knew nothing of her having done so, and that the loan was really handed to the female defendant in order that she might lend it as an unregistered moneylender. Bailhache, J., held that the fraudulent representation by the female defendant that she had authority to make a contract on behalf of her husband was not a tort in respect of which the husband could be sued as being liable for his wife's torts, and the fact that no contract was in fact induced by such representation was immaterial. He gave judgment for the plaintiffs against the female defendant and dismissed the action as against the male defendant. The Court of Appeal by a majority (Bankes and Scrutton, L.JJ., Younger, L.J., dissenting), affirmed this decision and thereupon the present appeal was brought.

Lord BIRKENHEAD said he had read the judgment of Lord Cave, which so exactly expressed his own point of view that he did not propose to read a separate opinion. But he wished to make it plain that he, like Lord Cave, believed that *Seroka* v. *Kattenburg*, 17 Q.B.D. 177, was wrongly decided.

Lord CAVE said that on the present appeal two questions were argued: (1) whether, notwithstanding the Married Women's Property Act, 1882, the old common law rule under which a husband could be sued with his wife for damages for her post-nuptial torts still held good, and (2) if so, whether the exception to that rule which laid it down that, where the tort was so connected with a contract as to be part of the same transaction, the husband could not be made responsible was still operative. The first had been decided in the affirmative in *Seroka* v. *Kattenburg*, 17 Q.B.D. 177, and in *Earle* v. *Kingscote*, 1900, 2 Ch. 585, that decision had been approved and followed in the Court of Appeal. The decision had since been questioned by Moulton, L.J., in *Cuenod* v. *Leslie*, 1909, 1 K.B. 880, and in *Brown* v. *Holloway*, 10 Comm. L.R. 89, the High Court of Australia had declined to follow it. But in the present case the Court of Appeal held the decision in *Earle* v. *Kingscote* to be binding upon them, though it would appear from the judgment of Scrutton, L.J., that he followed it with reluctance, and accordingly it was on the second ground only that the majority of the court held the respondent not liable. Both points were open for the decision of their Lordships' House. In dealing with the first question it was desirable to have clearly in mind the nature and origin of the common law rule which existed before the Act of 1882. As to the rule itself, there was no question. Before the passing of the Act a wrong committed by a married woman during her coverture was, speaking generally, ground for an action against her for damages, and in such an action it was held necessary and proper to join her husband as a defendant, and judgment was given against both. But as to the origin of the rule the cases were not altogether in accord. When the older authorities were examined it became clear that the true explanation of the rule was to be found in that legal unity between husband and wife which existed when the rule was formulated and which in those days rendered it inconceivable to a lawyer that a married woman should sue or be sued alone. It was in this sense that in the early cases it was said that the husband was joined "for conformity only." That being so, what was the effect on the rule in question of the Married Women's Property Act, 1882, s. 1, s-s. (2)? Taking, first, the provision that "a married woman shall be capable of suing and being sued either in contract or in tort or otherwise in all respects as if she were a *feme sole*," it was evident that this enactment removed the sole ground on which it had been held necessary in an action against a married woman for a wrong committed by her during the coverture to join the husband as a co-defendant. He was joined as a co-defendant only by reason of the universal rule that a wife could not be sued alone, but this universal rule had now been abrogated for it had been enacted that she could be sued alone "as if she were a *feme sole*." The whole reason and justification for joining a husband in an action against his wife for her post-nuptial tort had therefore disappeared, and it would seem to follow upon the principle *cessante ratione cessat lex* that he was no longer a necessary party to such an action. An argument to the contrary had been founded upon the succeeding words of the sub-section, "and her husband need not be joined with her as plaintiff or defendant," for it was said that the enactment that the husband "need not be joined" gave an option to the person injured to join him or not as he thought fit. The answer to this argument was given by Moulton, L.J., in the following passage of his judgment in *Cuenod* v. *Leslie*, 1909, 1 K.B., at p. 888: "My own personal view is that this language is very carefully chosen. The draftsman was perfectly aware of the status of a husband in respect of a wife's torts. He knew that the courts had permitted him to be joined in an action brought upon a cause of action with regard to which he had no personal liability only because they were obliged to do so, since the wife could not be sued alone. He might be joined only because he must be. The draftsman therefore felt that the correct mode of putting an end to the anomaly was to remove the necessity which alone had led to it. If this necessity for the presence of the husband no longer existed, why should the courts permit a man to be made defendant in an action in respect of matters for which he was not liable, and where his presence was not required? To that it might be added that Moulton, L.J., did not say, nor did he think, that the enactment that the husband need not be joined could be read as being an enactment that he shall not be joined as a defendant. That would be an illegitimate extension of words which were clear; and, indeed, there was good reason for not using the latter expression, for it might have been held to prevent a husband and wife who had suffered a joint tort from suing together for damages, and to make it illegal for a person who had suffered a wrong from husband and wife jointly to sue them in one action. The argument up to this point was, not that the statute had said, in terms, that the husband should not be joined as a defendant, but that it had removed the sole ground for joining him in a case where the wife alone had committed a wrong; and the addition of a provision which would in any case be implied from the preceding words, that he need not be joined as a defendant in such an action, did not cut down, but rather strengthened, the inference to be drawn from the preceding words. He was of opinion that *Seroka* v. *Kattenburg* was wrongly decided and should be overruled. If he was right in that conclusion on the first point, the second question did not arise, but it was desirable that he should deal with the second question also. In *Liverpool Adelphi Loan Association* v. *Fairhurst*, 9 Exch. 422, it was held that as a married woman could not bind herself by contract, neither she nor her husband could be sued for a tort which was immediately connected with a contract entered into by her (see also *White* v. *Leonard*, 11 C.B.N.S. 258). But it was unnecessary to discuss that question in the present case, for even if it were assumed that under the old law neither the wife nor the husband could be sued for fraud, there was great difficulty in applying the same doctrine after the Act. By s. 1 (2) it was enacted that a married woman should be capable of rendering herself liable on a contract, though only to the extent of her separate property, and also that she might be sued in tort as a *feme sole*, and no exception was made by the statute in respect of a tort connected with a contract. Thus the Act had removed both the ground for the exception and the exception itself, and he failed to see how the exception could now be applied in any case. Both the rule and the exception had been swept away by the Act, and accordingly he was of opinion that the appeal failed and should be dismissed.

Lord FINLAY, Lord ATKINSON and Lord SUMNER also agreed that the appeal should be dismissed.—COUNSEL: *Wingate Saul*, K.C., and *Lucien Fior*; *Thorn Drury*, K.C., and *C. Doughty*. SOLICITORS: *C. Butcher & Simon Burns*; *Sewell, Edwards and Nevill.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal

ANDERTON *v.* MARKHAM, HEYWOOD & CO. and JAMES EASTWOOD & SONS. No. 1. October 24th.

WORKMEN'S COMPENSATION—WORKMAN CERTIFIED AS SUFFERING FROM INDUSTRIAL DISEASE—CLAIM FOR COMPENSATION FROM LAST EMPLOYERS—NO APPEAL BY THEM AGAINST CERTIFICATE—SUBSEQUENT JOINDER OF PREVIOUS EMPLOYERS—ALLEGATION THAT DISEASE CONTRACTED IN PREVIOUS EMPLOYMENT—CLAIM BY PREVIOUS EMPLOYERS TO APPEAL AGAINST CERTIFICATE—WORKMEN'S COMPENSATION ACT, 1906, 6 Edw. 7, c. 58, s. 8, s-s. (1) (*c*) provisos (ii) (iii).

Section 8 s-s. (1) (*c*) *provisos* (ii) *and* (iii) *of the Workmen's Compensation Act*, 1906, *provides that where a workman obtains a certificate that he is suffering from an industrial disease, and claims compensation from the last employer, the latter may join as party to the arbitration a previous employer in whose service he alleges that the disease was contracted, or may obtain contribution from previous employers who, during the preceding twelve months, employed the workman in an employment to the nature of which the disease was due. This means that the right given by s.* 8, *s-s.* (1) (*f*) *to appeal to a medical referee against the certificate is a right given only to the employer cited, and the employer subsequently joined, or from whom the employer cited seeks to obtain contribution, has no such right..*

Appeal from the judge at Hyde, Cheshire, County Court. The applicant, a painter, obtained a medical certificate that he was suffering from lead poisoning, and he claimed compensation from the first respondents, by whom he was last employed. The first respondents did not appeal to a medical referee against the certificate, under the terms of s. 8, s-s. (1) (*f*) of the Workmen's Compensation Act, 1906, and the case was set down for hearing. Prior to the hearing, however, the first respondents, alleging that the disease had been contracted by the applicant while in the service of the second respondents, joined the second respondents as parties to the hearing, the joinder being under the provisions of s .8 of the Workmen's Compensation Act, 1906, which are as follows: Sub-section (1) (*c*): The compensation shall be recoverable from the employer who last employed the workman during the said twelve months in the employment to the nature of which the disease was due: Provided that . . . (*ii*) If that employer alleges that the disease was in fact contracted whilst the workman was in the employment of some other employer, and not whilst in his employment, he may join such other employer as a party to the arbitration, and if the allegation is proved that other employer shall be the employer from whom the compensation is to be recoverable; and (*iii*) If the disease is of such a nature as to be contracted by a gradual process, any other employers who during the said twelve months employed the workman in the employment to the nature of which the disease was due, shall be liable to make the employer from whom compensation is recoverable such contributions as, in default of agreement, may be determined in the arbitration under this Act for settling the amount of the compensation. Upon the case coming on for hearing, upon 21st July, 1924, the county court judge upheld the contention of the second respondents that they were entitled to appeal to the medical referee against the certificate, and adjourned the case *sine die* to enable them to do so. The applicant appealed. The court allowed the appeal.

POLLOCK, M.R., having read the relevant parts of s. 8 of the Act of 1906, said he thought that the decision of the county court judge could not be upheld. The primary liability was clearly cast by the section on the last employer, and he alone was given the right to appeal to the medical referee. He was liable in the first instance to pay all, and therefore he was primarily interested, as well as liable, although he might have a possible right to recover from others. His interest was larger than that of anyone else, because he had to carry the defence. The appeal must therefore be allowed.

Lords Justices WARRINGTON and SARGANT delivered judgments to the like effect.—COUNSEL: *Edgar Dale*, for appellant; *Eastham*, K.C., and *R. R. Smylie*, for first respondents; *J. Lustgarten*, for second respondents. SOLICITORS: *H. A. Sims and Co.*, for *Alfred Riley & Son*, Blackburn, for appellant; *W. A. Crocker*, for *Wood & Lord*, Manchester, for first respondents; *Leonard Bingham & Sharp*, for *Field, Cunningham & Co.*, Manchester, for second respondents.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

***In re* BERNSTEIN: BARNETT *v.* BERNSTEIN and Others.**
Lawrence, J. 14th October.

WILL—CONSTRUCTION—DIRECTION TO PAY "ANY SUMS OF MONEY SECURED ON MORTGAGE" OUT OF RESIDUE—FREEHOLDS PURCHASED—UNPAID PURCHASE MONEY—VENDOR'S LIEN—REAL ESTATES CHARGES ACT, 1854 (LOCKE KING'S ACT), 17 & 18 Vict. c. 113—REAL ESTATES CHARGES ACT, 1867, 30 & 31 Vict. c. 69, ss. 1 and 2.

A direction in a testator's will to pay and discharge "any sums of money secured on mortgage" of any of his freehold and leasehold estates out of residue does not entitle his trustees to pay the balance of unpaid purchase money on freehold properties purchased by him shortly before his death out of such residue.

There are essential differences between a mortgage and a vendor's lien for unpaid purchase money, and the fact that the mortgagee and the unpaid vendor have the same remedies for enforcing payment (*see* In re Stucley, 1906, 1 *Ch.* 67) *does not alter or affect the essential differences in character of the two transactions.*

This was an originating summons asking whether the balances of the purchase moneys of certain freehold properties purchased by the testator shortly before his death ought to be satisfied out of his residuary estate or ought to be borne by and satisfied out of the properties in respect of which the same were payable. The facts were as follows: At the date of his will the testator owned a number of freehold and leasehold properties and considerable other personal estate. One of his freeholds was subject to a mortgage. His will, dated 7th October, 1912, gave all his freehold and leasehold properties upon trusts in favour of certain of his grandchildren and great grandchildren, and the residue upon trust for sale and conversion, and directed that his trustees should out of the moneys thereby produced and out of his ready money pay (*inter alia*) his debts and legacies, and should out of the residue of such moneys pay and discharge "any sums of money secured on mortgage of any of my said freehold and leasehold properties" and all death duties, and should stand possessed of the residue of such moneys in trust to divide the same as therein mentioned. After the date of his will the testator paid off the mortgage and obtained a reconveyance of the mortgaged property. In June and October, 1917, the testator contracted to purchase certain freehold hereditaments in respect of which he paid deposits, leaving balances of the purchase moneys, amounting together to upwards of £21,000, owing to the respective vendors. On 23rd December, 1917, the testator by a further and final codicil, after revoking the appointment of one of his executors and trustees, and after bequeathing a legacy, in all other respects confirmed his will. On 26th December, 1917, the testator died without having completed the purchases or paid the balances of the purchase moneys. At his death the value of his freehold and leasehold properties, including those entitled to be purchased, amounted to £60,000, and the value of the rest of his estate amounted to about £74,000. His executors had completed the purchases and paid the balances.

LAWRENCE, J., after stating the facts, said the solution of this question depends upon whether the direction in the will to pay and discharge "any sums of money secured on mortgage of any of my said freehold and leasehold properties" out of the proceeds of sale and conversion of his residuary estate signifies a contrary intention so as to exclude the operation of Locke King's Act, 1854, which by virtue of s. 2 of the amending Act of 1867 is extended to a vendor's lien for unpaid purchase money. There is an essential difference between a mortgage and a vendor's lien. The former is a security upon real and personal property for the payment of a debt or for the performance of an engagement created by contract between the parties, whereas the latter is a charge arising by operation of law. Although a vendor's lien is incident to a contract between the parties, the contract to which it is incident is not a contract constituting the relationship of mortgagor and mortgagee but a contract constituting the relationship of vendor and purchaser (see "Coote's Law of Mortgages," 8th ed., p. 6, and "Fisher's Law of Mortgage," 6th ed., paras. 2 and 5). While recognizing that the term "mortgage" has in modern times received a wider meaning than was formerly given to it (as *e.g.*, by Kindersley, V.C., in *Barnwell* v. *Iremonger*, 1860, 1 Dr. & Sm. 242, 246), yet even according to its extended meaning it does not include a vendor's lien, and unpaid purchase money owing to a vendor cannot properly be called money secured to him on "mortgage." The fact that an unpaid vendor by virtue of his lien has the same remedies for enforcing payment of his purchase money as he would have had if a mortgage had been executed in his favour (as to which see *Re Stucley*, *supra*), does not convert a vendor's lien into a mortgage nor the unpaid purchase money into a sum of money secured on mortgage. Further, the confirmation of the will by the last

codicil, after the mortgage had been paid off and after the vendor's lien had arisen, has not the effect of altering or extending the construction of the expression "any sums of money secured on mortgage" so as to make that expression include the unpaid balances of the purchase moneys; and in the absence of any special context to be found in the will which would enable the court to hold that the testator had used the expression in any other than its ordinary meaning the balances in question are not "sums of money secured on mortgage" within the meaning of that expression in the will. Consequently the devisees are not entitled to have their balances discharged or satisfied out of the testator's residuary estate.—COUNSEL: *W. H. Gover; D. D. Robertson; L. W. Byrne.* SOLICITORS: *Smith, Rundell, Dods and Bockett*, for *H. E. Trangmar*, of Hove.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

THE "CHRISTEL VINEN." No. 2. 15th July.

SHIPPING—CONTRACT OF AFFREIGHTMENT—DAMAGE TO CARGO—UNSEAWORTHINESS—EXCEPTED PERILS—NEGLIGENCE OF SHIP'S SERVANTS—DAMAGE PARTLY CAUSED BY EXCEPTED PERILS—DAMAGE INCREASED BY NEGLIGENCE.

Where a ship goes to sea in an unseaworthy condition and damage is caused to the cargo as a direct consequence of the ship's unseaworthiness, and the ship's unseaworthiness is the dominant cause of the loss, although the loss may have been increased by an excepted peril, the shipowner cannot rely on the exception, but must pay the whole of the loss.

Decision of Hill, J., 68 SOL. J. 388; 1924, P. 61, *varied*.

Appeal and cross-appeal from a decision of Hill, J., 68 SOL. J. 388; 1924, P. 61, in an action brought by the holders of a bill of lading (dated 9th December, 1922), of a cargo of maize laden on board the defendants' schooner, at St. Nicholas, in the River Plate, for delivery as ordered, claiming to recover damages for non-delivery of about one half of the bill of lading quantity, and for the delivery of the other half in a damaged condition. Hill, J., held that the shipowner was only liable for the part of the damage which was caused by the unseaworthiness of the ship and was not liable for the increased damage caused by the negligence of the ship's servants which was an excepted peril. The shipowner appealed and the cargo owners cross-appealed.

The judgment of the court (BANKES, SCRUTTON and ATKIN, L.JJ.) was read by

SCRUTTON, L.J.: The judgment I am about to read is to be taken as the judgment of the court. The "Christel Vinen," a steel motor schooner built by Messrs. Krupps, on her first cargo-carrying voyage sprang a leak, and put back to Rio. Water entering through the leak damaged her cargo of maize, but the learned judge finds that only half the actual damage would have been done had those on board been ordinarily careful in taking soundings. They were negligent, and did not discover water in the hold until long after they ought to have been aware of it. The leak was through a rivet-hole from which the rivet had dropped out. As there was no sign of straining on any adjacent rivets, I agree with the view of the judge below that the rivet was defective when the voyage began, and, that, therefore, the ship was unseaworthy. The shipowner, sued by the cargo-owner for damage to the maize, replies that he is protected by the exceptions, "damage occasioned by a latent defect in the hull . . . even when occasioned by the negligence . . . of the servants of the shipowner." It is clear law that exceptions do not apply to protect the shipowner who furnishes an unseaworthy ship, where the unseaworthiness causes damage, unless the exceptions are so worded as clearly to exclude or vary the implied warranty of unseaworthiness. The "Waikato" is an instance of ambiguity defeating the shipowner's probable intention. See per Collins, L.J., 1899, 1 Q.B., at p. 58. In the *Cargo ex "Laertes" Case*, 12 P.D. 187, the words which protected the shipowners were "latent defects in machinery even existing at the time of shipment." Such words are absent in the present case, and latent defects may come into existence during the voyage. In my view the shipowner here had not clearly excluded or modified the implied warranty of seaworthiness, and consequently the exception does not apply to protect him when water entering through unseaworthiness causes the damage, as is undoubtedly the case as to half the damage here. The shipowner's appeal against the judgment below, holding him liable for half the damage, therefore fails. But the judge below has excused the shipowner from liability for the other half of the damage on the ground that this loss was occasioned by the negligence of the shipowner's servants, and therefore that the admitted unseaworthiness did not cause the loss. This raises, in my view, a novel point, and unfortunately raises it on a badly worded exception clause. The negligence exception is frequently a separate exception against loss by negligence; in the present case it is dependent on separate exceptions as to perils causing loss. The shipowner is protected from loss occasioned by collision, even when the collision is occasioned by negligence. I think this, and not "even when the loss is occasioned by negligence," is the true reading of the clause. He is protected against loss caused by perils of the sea, even though the peril of the sea is occasioned by negligence. But in this case the peril of the sea is not occasioned by negligence; if the entry of sea-water is the alleged peril, it is occasioned by unseaworthiness. Lord Finlay says in *Samuel & Co.* v. *Dumas*, 1924, A.C., at p. 455: "The view that the proximate cause of the loss when the vessel had been scuttled is the inrush of sea-water, and that this is a peril of the sea, is inconsistent with the well-established rule that is always open to the underwriter on a time policy, to show that the loss arose not from perils of the seas but from the unseaworthy condition in which the vessel sailed: see *Arnould on Marine Insurance*, s. 799. When the vessel is unseaworthy, and the water consequently gets into the vessel and sinks her, it would never be said that the loss was due to the perils of the sea. It is true that the vessel sank in consequence of the inrush of water, but this inrush was due simply to the unseaworthiness. The unseaworthiness was the proximate cause of the loss." The shipowner is trying to read the exception as if it were: "even if the loss consequent on the perils of the sea was occasioned by negligence." Another way of putting the point is that under recent decisions you look at the direct and dominant cause, and it is immaterial that another cause assists it. In *Samuel* v. *Dumas*, *supra*, the direct cause was the scuttling; it was immaterial that entry of sea-water, usually a peril of the sea, caused the loss. In *Leyland Shipping Co.* v. *Norwich Union Fire Insurance Society*, 62 SOL. J. 307; 1918, A.C. 350, the direct cause was the explosion of the torpedo; it was immaterial in the view of the House of Lords that a subsequent storm, which might or might not have happened, completed or increased the loss. In *Reischer* v. *Borwick*, 1894, 2 Q.B. 548, the collision was the direct cause and subsequent negligence in stopping the hole did not prevent the sinking being caused by the collision. I am aware that these are policy cases, but they are now established by the highest tribunal, and I think their *ratio decidendi* governs this case. The water which entered and did the damage entered through unseaworthiness; its effects when in the ship might have been partially remedied by due diligence which the shipowner's servants did not take. But in my view the cause of the resulting damage is still unseaworthiness; the shipowner cannot show any exception to protect him from any part of the damage. In the case of tort, no doubt the plaintiff complaining of damage done cannot recover for any part of that damage which he could have prevented by reasonable care. But here the man who has by his original breach of contract caused the opportunity for damage has by the negligence of his servants increased it. He cannot show any exception to protect him, and that the dominant cause of the damage was not the unseaworthiness which admitted the water into the ship. In my view, therefore, the cross-appeal must be allowed and the shipowner held liable for all the damage, instead of for half of it. As the shipowner has broken his contract and is not protected by any exception in the bill of lading, it follows he cannot recover for any sacrifice or expenditure rendered necessary by his own breach of contract; his counter-claim, therefore, fails and should be dismissed. The appeal of the shipowner should be dismissed with costs, and the appeal of the cargo-owner allowed with costs here and below.—COUNSEL: *Bateson*, K.C., and *G. St. C. Pilcher; Stephens*, K.C., and *van Breda*. SOLICITORS: *Wm. A. Crump & Son; Richard & Butler.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—King's Bench Division.

MACFISHERIES, LIMITED *v.* **HARRISON.** Swift, J. June 5th.

LICENSING—BUSINESS CARRIED ON BY PERSON OTHER THAN LICENSEE—LICENSEE'S NAME OVER DOOR OF PREMISES—FAILURE OF OCCUPANT TO PAY FOR GOODS SUPPLIED—WHETHER ACTUAL LICENSEE LIABLE—FAILURE OF VENDOR TO NOTICE NAME OVER DOOR—WHETHER OCCUPANT AGENT OF LICENSEE—ESTOPPEL.

A, the licensee of a public-house, by agreement with B, put B in occupation thereof without procuring the transfer of the licence to her before the justices in the usual manner. B carried on the business and was supplied by a firm with provisions and other goods necessary for the conduct of a licensed house, which served as a restaurant or victualling house. The representative of the firm, who dealt with B, failed to observe the name of A over the door of the house as licensee, and believed B to be the licensee thereof. Ultimately B ceased to occupy the public-house and the licence

was properly transferred to a new tenant. Shortly after her departure B became bankrupt, and, as she had failed to pay sums owing to the firm for goods supplied, they sought to make A liable for the amount due to them.

Held that, (1) *B was not the agent of A, and* (2) *that, as the representative of the firm might have observed the name of A over the door as licensee, and had not been induced by A to believe that B was his agent, A was not estopped from denying that B was his agent.*

SWIFT, J., delivering judgment, said that he found the facts to be that the defendant was between the months of June, 1922, and June, 1923, the licensee of a certain fully-licensed public-house. During that time the plaintiffs supplied fish and other articles of food for use in the restaurant business of that house, and there was at the end of June, 1923, a sum of over £500 due to the plaintiffs as the price of goods sold and delivered in respect of such commodities. The plaintiffs contended that the defendant, as licensee of the house, was liable to them for the price of the goods supplied to the house. The defendant denied that the goods were supplied to him, or that he was in any way responsible for the payment of their price. The circumstances in which the present cause of action arose were very remarkable. By s. 65 of the Licensing Consolidation Act, 1910, it was provided that a person should not sell or expose for sale by retail any intoxicating liquor unless he held a justices' licence authorising him to hold an excise licence for the sale of that intoxicating liquor, nor at any place except that for which the justices' licence authorised him to hold an excise licence for the sale of that liquor; and, by s. 9 of the same Act, provision was made for the grant by the licensing justices of justices' licences to such persons as they, in the execution of their powers under that Act, and in the exercise of their discretion deemed fit and proper. No person other than a licence-holder could lawfully sell intoxicating liquor in a licensed house. It need not be his own liquor, nor need he sell it by his own hand; he might sell the liquor of persons who employed him to sell their liquor, and he might sell it by the hand of an agent; but the sale of intoxicating liquor, to be lawful, must be a sale made by a licensed person, and, if it was not, an illegal act was committed. Some time before 8th November, 1916, the general manager of the firm of brewers who were the owners of the public-house was desirous of installing a Mrs. Squires in the tenancy of the house. For some reason which had not been explained, the general manager or Mrs. Squires saw some objection to her going before the licensing justices of the district and applying in the ordinary and proper way for the transfer of the licence from Mr. Harrison to Mrs. Squires. An arrangement was therefore made between the general manager, Mrs. Squires and Mr. Harrison, by which Mrs. Squires became tenant to the brewery company, and a letter, dated 18th November, 1916, was written by the general manager to Mr. Harrison stating that, in consideration of his agreeing to hold the licence on behalf of Mrs. Squires, it was understood that the brewery company relieved him of any obligation of any description in respect of the tenancy agreement signed by him. From that time forward Mrs. Squires occupied the premises as tenant, and conducted herself as though she was in fact the licensee. She sold intoxicating liquor on the premises and she also obtained food and other articles necessarily used in the conduct of a licensed house, which served as a restaurant or victualling house. From the date of that letter Mr. Harrison took no part in the management of the house. Mrs. Squires was in no way acting as his agent, but was carrying on a business quite independently of him, and he was taking no part in the affairs of the house, except that he purported to hold the licence on her behalf and permitted her to carry on her business in the house in respect of which he held the justices' licence. Anything more irregular and illegal it was impossible to conceive, and such a system could not have continued for a moment had the police authorities or the licensing justices been aware of what was being done; but that was the position down to the month of June, 1923. It was fair to state that, apart from the irregularity of her occupancy, Mrs. Squires appeared to have conducted the house with propriety, and that when she left the premises the licence was properly transferred to a new tenant; and it was also right to say that he (his lordship) accepted the explanation which had been given as to the complete ignorance of the board of management of the brewery company as to the improper arrangement made by the general manager. While that irregular system of conducting the house was in vogue, the manager of one of the plaintiffs' shops and their representative made the acquaintance of Mrs. Squires, and believing her to be the licensee obtained orders for goods from her; and large quantities of goods were ordered day by day by her or her agents from the plaintiffs' shops. Had he examined the name painted over the door of the house in conformity with the regulations of the Licensing Acts, he would have seen that Mr. Harrison, the defendant in the present action, was the licensee, but he did not examine the door, and he did not make any enquiries. His lordship thought there was no doubt that the intention of the plaintiffs' representative was to give credit to Mrs. Squires in the belief that she was the licensee of the house. In June, 1923, she ceased to carry on business at the public-house, and shortly afterwards became bankrupt. There was then owing to the plaintiffs, for goods supplied, the amount claimed in this action. Mrs. Squires having failed to pay, the plaintiffs made enquiries, and, having ascertained that Mr. Harrison was the licensee, sought to make him liable for the amount due to them on the ground that Mrs. Squires, in ordering those goods, was acting as his duly authorised agent. Mr. Harrison replied to the effect that she was not his agent.

It was now contended on behalf of the plaintiffs that Mr. Harrison was liable to the plaintiffs on the ground. (1) that by putting Mrs. Squires in the house for the purpose of carrying on business under the licence, which he, and he only, could lawfully do, he had constituted her his agent in fact; and (2) that, even if he did not constitute her his agent in fact, he was estopped by his conduct from setting up the true position against any person who had dealt with her by denying that she was his agent. Against those contentions counsel for the defendant has argued that whatever illegality he and Mrs. Squires together might have been guilty of, and whatever offence against the licensing laws he might have committed, in fact Mrs. Squires was not the defendant's agent; and that he was not estopped from setting up the truth in this particular case, because the plaintiffs' manager had not given credit to Mrs. Squires upon the belief that she was Mr. Harrison's agent, but upon the mistaken belief that she was herself the licensee, which mistaken belief he could have obviated by looking to see whose name was inscribed as licensee over the door. The plaintiffs did not know of the existence of Harrison at all; they believed that Mrs. Squires was the licensee; and counsel for the defendant argued that a person cannot be induced to act by somebody whose existence is not known so that that person shall be estopped from setting up the true position; and he further contended that the most that could be said against Mr. Harrison was that he had allowed the plaintiffs to believe that Mrs. Squires was the licensee of the house, but he had not induced them in any way to think that she was his agent, and he was therefore not estopped from denying that she was his agent. His lordship had come to the conclusion that Mrs. Squires was not the agent of Mr. Harrison in the conduct of the house. He did not think that, where two people agreed that one should illegally and improperly occupy a position which could only be lawfully occupied by the other, that necessarily made the person occupying the position the agent for all purposes of the person who ought to be occupying the position, and he did not think that the improper arrangement by which Mrs. Squires was put into possession of the house and enabled to carry on the business there, of itself, and by operation of law, made her Mr. Harrison's agent. With regard to the other contention of the defendant, his lordship said that if the plaintiffs' representative had taken the trouble to look at the door, he might have come to the conclusion that Mrs. Squires was the agent of the licensee. There was a statement for all the world to read which amounted to a representation of that fact. He did not see that statement and erroneously believed that she herself was the licensee. Believing that she was the licensee, the plaintiffs' representative did not believe that she was the agent for Mr. Harrison. Mr. Harrison did not induce him to believe that, and therefore Mr. Harrison was not estopped from denying that, as between himself and the plaintiffs, Mrs. Squires was his agent. His lordship gave judgment for the defendant with costs.—COUNSEL: *R. Mitchell Banks*, K.C., and *Rentoul; Barrington-Ward*, K.C., and *du Parcq*. SOLICITORS: *Janson, Cobb, Pearson & Co.; Tamplin, Tayler & Joseph*.

[Reported by J. L. DENISON, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **LANE FOX.** Rowlatt, J. 8th July.

REVENUE—ANNUITY CHARGED ON REAL ESTATE—SURRENDER BY ANNUITANT WITHIN THREE YEARS OF DEATH—WHETHER CHARGEABLE WITH ESTATE DUTY ON DEATH OF ANNUITANT—FINANCE ACT, 1900, 63 Vict., c. 7, s. 11 (1); FINANCE (1909-10) ACT, 1910, 10 Edw. 7, c. 8, s. 59 (1).

An annuitant, within three years of her death, surrendered her annuity to the owner in fee of the hereditaments charged with payment of the annuity. Estate duty was claimed in respect of the property charged with the annuity to the extent to which benefit arose by the cesser of the annuity.

Held, that the owner in fee of the hereditaments could not, as a result of the surrender of the annuity, be said to be "a person entitled to the property in remainder or reversion" within the meaning of s. 11 of the Finance Act, 1900, and that, that section being inapplicable, he was not liable to estate duty.

In 1906 the defendant became the owner in fee simple of certain hereditaments, subject to certain charges including an annuity of £1,000, which was determinable on the death or marriage of the annuitant. By three several indentures, the last of which was dated in 1922, the annuitant purported to

release the hereditaments from payment of the annuity. The Crown sought to make the defendant liable for estate duty to the extent to which a benefit arose by cesser of the annuity. The defendant refused to pay the duty and the Crown laid an information in which it was prayed that it might be declared that on the death of the annuitant estate duty became payable upon the property charged with the annuity in manner therein specified. By clause 10 of the information it was contended that by virtue of s. 11 (1) of the Finance Act, 1900, and s. 59 (1) of the Finance (1909-10) Act, 1910, the same estate duty was exigible as would have been exigible if the three indentures above referred to had not been executed. By s. 11 (1) of the Finance Act, 1900, it is provided: "In the case of every person dying after the 31st day of March, 1900, property whether real or personal in which the deceased person or any other person had an estate or interest limited to cease on the death of the deceased shall, for the purpose of the Finance Act, 1894, and the Acts amending that Act, be deemed to pass on the death of the deceased, notwithstanding that that estate or interest has been surrendered . . . whether for value or not, to or for the benefit of any person entitled to an estate or interest in remainder or reversion in such property, unless that surrender . . . . was *bonâ fide* made or effected twelve months before the death of the deceased, and *bonâ fide* possession and enjoyment of the property was assumed thereunder immediately upon the surrender and thenceforward retained to the entire exclusion of the person who had the estate or interest limited to cease as aforesaid . . . " Section 59 of the Finance (1909-10) Act, 1910, provides: "(1) In the case of a person dying on or after the 30th April, 1909, the period preceding the death of the deceased before which a disposition purporting to operate as an immediate gift *inter vivos* must have been made, or a surrender, assurance, divesting or disposition must have been made or effected, in order that the property taken under the disposition, or affected by the surrender, assurance, divesting, or disposition, may not be included as property passing on the death of the deceased, shall be three years instead of twelve months before the death . . ."

ROWLATT, J., delivering judgment, said that it was very familiar ground that under s. 2 (1) (*b*) of the Finance Act, 1894, the property would be deemed to pass on the death of the annuitant to the extent to which the benefit accrued by the cesser of the annuity. After referring to *Attorney-General* v. *Beech*, 47 W.R. 257; 1899, A.C. 53, and *Attorney-General* v. *De Préville*, 48 W.R. 193; 1900, 1 Q.B. 223, his lordship said that he would have expected to find that the whole question of the cesser of life tenancies and annuities had been fully dealt with when surrenders determining interests were brought into line with gifts of property *inter vivos* before death. But he had to look at s. 11 of the Act of 1900 [his lordship referred to the wording of the section]. He thought it would be fair to say that by the words "the property shall be deemed to pass for the purpose of the Finance Act, 1894," one was thrown back to that statute, and there it was found that in a case of this kind it was only deemed to pass to the extent of the benefits which accrued. The defendant was entitled to say that that section could not be applied to him unless this estate or interest had been surrendered "to or for the benefit of any person entitled to an estate or interest in remainder or reversion in such property," and the person entitled in fee subject to an annuity for life could not be said to be a person entitled in remainder or reversion. He was bound to say that he could not see any way past that objection. The position of a remainderman was well understood. He was out of possession, and his estate was a future estate. A remainderman subsequently obtained that which he had not previously had at the time when the event happened on which the property passed over. The present case was clearly not within the ordinary meaning of the words "remainder or reversion." Here the owner of the property could not be regarded as being entitled in reversion to the annuity, as it disappeared. It was not a thing which persisted and passed from hand to hand; it only existed in the first hand. He thought that his view was very much strengthened when the section was further examined, and it was seen that the surrender must not have taken place three years before the death, but *bonâ fide* possession and enjoyment must be assumed immediately. There, again, nothing could be more apt than such language to describe the action of the person who had released to him an interest which kept him out of possession and enjoyment, and who, when the surrender came, assumed possession and enjoyment. Could anyone, in endeavouring to give effect to the words, treat a section framed in that way as applicable to the case of a man who merely ceased to pay an annuity which was charged on his estate? He did not enter into possession and enjoyment of the annuity, and as far as the estate went he had it before. His lordship thought that the Crown had failed to show that the section had dealt with the present circumstances. He therefore gave judgment for the defendant.—COUNSEL: *Sir P. Hastings*, Attorney-General, and *Harman*; *Greene*, K.C., and *F. E. Farrer*. SOLICITORS: *Solicitor of Inland Revenue*; *Farrer & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

New Orders, &c.

County Court Changes.

THE COUNTY COURT DISTRICTS (LUTTERWORTH) ORDER, 1924.

1. The District of the County Court of Leicestershire held at Lutterworth shall be consolidated with the District of the County Court of Warwickshire held at Rugby, and the holding of the said Court at Lutterworth shall be discontinued, and the said Court held at Rugby shall be the Court for the District formed by the said consolidation, and shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Lutterworth when this Order comes into operation.

2. This Order may be cited as the County Court Districts (Lutterworth) Order, 1924, and shall come into operation on the 5th day of October, 1924, and the County Courts (Districts) Order in Council, 1899 [S.R. & O. 1899, No. 178], as amended, shall have effect as further amended by this Order.

30th September.

THE COUNTY COURTS BANKRUPTCY AND COMPANIES JURISDICTION (LEICESTER) ORDER, 1924.

1. For the purposes of jurisdiction in bankruptcy and in proceedings under the Companies (Consolidation) Act, 1908, the civil parishes now constituting the District of the said Court held at Lutterworth, shall be attached to the said Court held at Leicester.

2. This Order may be cited as the County Courts Bankruptcy and Companies Jurisdiction (Leicester) Order, 1924, and shal come into operation on the 5th day of October, 1924, and the County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899, as amended, shall have effect as further amended by this Order.

2nd October.

THE COUNTY COURTS BANKRUPTCY AND COMPANIES JURISDICTION (BRIDGEND AND CHORLEY) ORDER, 1924.

1. The Court at Bridgend shall cease to be excluded from having jurisdiction in bankruptcy and in proceedings under the Companies (Consolidation) Act, 1908, and the District of the said Court shall cease to be attached to the County Court of Glamorganshire held at Cardiff.

2. The Court held at Cardiff shall have jurisdiction to deal with any cases pending in that Court when this Order comes into operation.

3. The County Court of Lancashire held at Chorley shall be excluded from having jurisdiction in bankruptcy and in proceedings under the Companies (Consolidation) Act, 1908, and for the purpose of that jurisdiction shall be attached to the County Court of Lancashire held at Preston.

4. The Court held at Preston shall have jurisdiction to deal with any cases pending in the said Court held at Preston and Chorley when this Order comes into operation.

5. This Order may be cited as the County Courts Bankruptcy and Companies Jurisdiction (Bridgend and Chorley) Order, 1924, and shall come into operation on the 1st day of January, 1925, and the County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899, as amended, shall have effect as further amended by this Order.

17th October.

Order in Council.

ENFORCEMENT OF JUDGMENTS ABROAD.

In view of the provisions of Part II of the Administration of Justice Act, 1920, which provides for the enforcement in England, Scotland or Ireland of judgments obtained in any parts of His Majesty's dominions outside the United Kingdom or in any territories under His Majesty's protection to which the Act extends, the Legislature of the Bahamas has made reciprocal provision for the enforcement therein of judgments obtained in the High Court in England, the Court of Session in Scotland and the High Court in Ireland, and an Order in Council has accordingly been issued extending Part II of the Act to the Bahamas.

The operation of the above-mentioned Order in Council is confined to England, Scotland and Northern Ireland, and similar provision has not yet been made as regards the Irish Free State by the Government of that State.

Colonial Office,
3rd November.

Ministry of Health.

ROYAL COMMISSION ON NATIONAL HEALTH INSURANCE.

The Royal Commission on National Health Insurance held its fourth meeting on the 30th October, at the Home Office, Whitehall, the Right Hon. Sir John Anderson, G.C.B., in the chair. The examination of the official witnesses appearing on behalf of the Ministry of Health was continued. Mr. L. G. Brock, C.B., Assistant Secretary, Dr. Smith Whitaker, Senior Medical Officer and Mr. E. J. Maude, Assistant Solicitor, all of the Ministry of Health, gave evidence on a variety of subjects relating to the constitution of Insurance Committees and other local bodies concerned with Medical Benefit; the scope and administration of Medical Benefit; and the procedure for dealing with complaints against Insurance Practitioners and for removing them where necessary from the Insurance service.

The Commission announce that verbatim copies (in proof form) of the evidence heard at their meeting of 16th October, 1924 (the first day on which evidence was taken), have now been placed on sale by H.M. Stationery Office, at price 1s. 6d. (18 pages). A volume containing a full statement of the Law and Administration of National Health Insurance, submitted to the Commission by the Ministry of Health, together with supplementary statements by the Scottish Board of Health and the Welsh Board of Health, is also now on sale at price 8s. 6d. (174 pages). The examination which elicited the oral evidence given in the former of these documents was based on material in the latter and accordingly the two should be read together.

Application for copies of these documents (with which a remittance for the cost and postage should be enclosed) may be made to H.M. Stationery Office, Adastral House, Kingsway, London, W.C.2, or they may be ordered through any bookseller.

A standing order for the complete series of the proof copies or oral evidence may be given to the Stationery Office at the above address.

Royal Commission on National Health Insurance,
Ministry of Health,
Whitehall, S.W.1.
30th October.

Societies.

The Visit of the American Bar.

The Lord Mayor, on Friday, the 31st ult., says *The Times*, at a luncheon in the Guildhall, presented a pair of old Irish silver waiters to Mr. H. Roper Barrett, who was chairman of the committee responsible for the arrangements connected with the Corporation's reception of the American and Canadian lawyers. His lordship said that the two outstanding features of his mayoralty had been the opening of the British Empire Exhibition and the entertaining of the American and Canadian lawyers.

The Corporation and all who offered hospitality to these visitors, his lordship added, gave of their best, and gave willingly, because one felt that in the British Empire and the great American Republic, in which these lawyers play so great a part, was to be found the surest guarantee for the peaceful progress of the world. England needed to be better known to her friends and not quite so well known to her enemies. The Lord Chancellor, in a recent conversation, had assured him that during the whole of his life there had been in this country no function more calculated to knit together the English-speaking peoples as this entertainment of these Trans-Atlantic lawyers.

Mr. Leonard Crouch, honorary secretary of the Bar Reception Committee, stated that the 3,200 lawyers and their wives who visited England last July represented 120,000 members of the profession in America, where 75 per cent. of the public men were lawyers. The impression created upon the visitors was indicated in a letter which Mr. Paul D. Cravath had addressed to the Benchers of Gray's Inn. He had written:—

> "The American friends with whom I talked were unanimous in their expressions of praise and pleasure, even amazement. It was a marvellous reception that will for ever be remembered with gratitude by even the most sophisticated and jaded of the visitors, and for a large proportion of them it will be the most impressive event in their lives. Indeed, I am not sure that this is not true of all of us. I am sure that the result of the visit will amply justify all the labour it entailed, because these Americans and Canadians will go to their homes all over the U.S.A. and Canada with not only a deep sense of gratitude to their hosts for the cordiality and generosity of the reception, but with a much fuller understanding of England and with a better realization of the importance of Anglo-American friendship and co-operation. No event since the war has done so much for that cause as the success of the visit of the American Bar to London."

Mr. Roper Barrett, referring to the banquet given in the Guildhall, said it was the first occasion on which a loud-speaker had been used in that building. He acknowledged the great help rendered by the permanent staff of the Corporation, and particularly mentioned the services of Mr. T. Harvey Hull, the clerk of the committee, to whom he handed a barometer as a token of appreciation of great help on a great occasion.

Company Law Amendment: Some Practical Suggestions.

(*Continued from p.* 75.)

The recommendations which I now propose to make, although new, need not be dealt with at length. Most of them arise on sections of the Act, which sections I will take as far as possible in their numerical order.

Section 10 (3).—The words "or a Company Limited by Guarantee" should be omitted (as recommended by the Company Law Amendment Committee appointed in 1905). It may be observed that Form C in the Third Schedule to the Act contains a model form of memorandum and articles of a company limited by guarantee and having a share capital, which states the amount of the nominal capital in the memorandum, but not in the articles, as required by s-s. (3) of s. 10. I can see no reason why the capital of such a company should be required to be set out in the articles as well as in the memorandum.

Sections 30 and 101.—It will be observed that the register of members must be kept at the registered office, and that it must be open to inspection "during business hours"; but there is no direction as to the place where the register of mortgages is to be kept, and it has to be open to inspection "at all reasonable times." There would appear to be no good reason why the two sections should not correspond more closely.

Section 34.—No time is stipulated within which notice must be given of the situation of the office where any Colonial register is kept, or of any change in its situation, or of the discontinuance of the office in the event of its being discontinued. This should be rectified and a penalty imposed for default. (Sections 42, 62 and 93 (3) reveal a similar defect.)

Sections 64, 65 and 66.—These sections imply that the Act intends that every member shall have the right to attend all general meetings. It will be observed (*a*) that under s. 64 (1) "A general meeting of every company" must be held in every calendar year, and in the event of default the Court may, on the application of *any member of the company*, call or direct the calling of a general meeting; (*b*) that under s. 65 *a general meeting of the members of the company* (called the statutory meeting) must be held within three months after incorporation; and (*c*) that under s. 66 (1) the holders of one-tenth of the issued share capital (notwithstanding anything in the articles of a company) are given the right to requisition an extraordinary general meeting.

As you are aware, articles of association frequently deprive holders of preference shares of the right to attend and vote at general meetings or give them the right to attend and vote only on certain occasions. It is doubtful whether exception can be taken to the withholding from holders of preference shares of the right to vote, but I think that *every member* should have a statutory right to attend and speak at all general meetings.

Moreover, I do not consider that persons other than members should have the right to attend general meetings. It seems to me that the members of a company should not have the power to surrender in the smallest degree their control over the affairs of the company in favour of any other party, particularly where the interests of the latter may on occasion be in conflict with those of the members (as where the right to vote is conferred on holders of debentures). Support for this view is to be found in s. 69, which requires an extraordinary or special resolution to be passed or confirmed by *members*.

Section 69 (1) and (2).—Special resolutions have—

(*a*) To be passed by a majority of not less than *three-fourths of such members entitled to vote as are present in person or by proxy* (where proxies are allowed); and

(*b*) to be confirmed after an *interval* of not less than fourteen days nor more than one month. Except where the attendance at a meeting is small, persons who do not vote (whether on a show of hands or on a poll) are liable to be overlooked, and thus cases may occur where although a three-fourths majority of the votes cast may be in favour of a special resolution, the number does not represent three-fourths of the aggregate voting capacity of those present at the meeting, and the chairman inadvertently declares the resolution to be carried.

As to (*a*), on a show of hands no difficulty is likely to arise in determining whether or not the three-fourths majority is obtained, but where the meeting is large and a poll is taken it may be extremely difficult for the chairman to ascertain the aggregate voting power in the event of any members abstaining from voting, seeing that he would have to take the names of non-voters and allow for the votes to which they were entitled

personally or by proxy. For the purpose of illustration I have assumed precise knowledge of the provisions of s. 69 on the part of the chairman, but I cannot say that my experience justifies the assumption.

As to (*b*), care has to be exercised to ensure that the interval is not less than the minimum period. Frequently, however, resolutions are submitted for confirmation at meetings held on the fourteenth day after the date of passing, thus allowing an interval of thirteen days only, with the result that on discovery of the error one or both meetings have to be called afresh.

If the definition of a special resolution (and of an extraordinary resolution to the requisite extent) were made to correspond with the definition of the term contained in s. 51 of the Industrial and Provident Societies Act, 1893, the chairman's duty would be simplified and the risk of errors reduced. That section requires a special resolution to be passed by three-fourths of the members *as may have voted in person or by proxy*, and confirmed not less than fourteen days nor more than one month *from the day of the meeting on which the resolution was first passed.*

Section 69 (4).—On the submission of a special or extraordinary resolution a poll may be demanded by three (or if the articles so provide four or five) persons entitled to vote. It would be useful to have a similar provision in regard to general meetings called for purposes other than that of the passing of extraordinary or special resolutions.

Section 66 (1) and (3).—Sub-section 1 of s. 66 requires directors of a company upon being requisitioned so to do to "forthwith proceed to convene an Extraordinary General Meeting," and s-s. 3 provides that "if the Directors do not proceed to cause a Meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists . . . may themselves convene the Meeting." Does the section intend that the directors shall within twenty-one days after the deposit of the requisition *proceed to* cause a meeting to be held, or does it intend that the meeting shall be held within twenty-one days? The obligation on the directors was originally imposed by the Companies Act 1900. It may be observed that under Table A of 1862, if the directors "do not proceed to convene the same within twenty-one days," the requisitionists could convene the meeting. It may be that the variation in the phraseology is designed to make it incumbent on the directors to hold the meeting within twenty-one days. If that is the intention are not the words "proceed to" before the word "cause" superfluous and moreover liable to be misleading? If the intention is to allow the directors twenty-one days within which to "proceed to cause" the meeting to be held they must, it is true, "proceed" within the prescribed period, but some days may elapse before the meeting is actually convened, and an unduly lengthy notice may be given.

Section 70 (2).—This sub-section provides that "a copy of every Special Resolution for the time being in force shall be embodied in or annexed to every copy of the Articles issued after the confirmation of the Resolution." This requirement would not appear to be appropriate where a special resolution has been passed to alter the objects of a company, seeing that, after confirmation by the court, the memorandum of association as altered (a printed copy of which must be filed) is the memorandum of the company; such a resolution cannot be embodied in the articles and there is no need for a copy to be annexed thereto. It may be observed, moreover, that special resolutions changing the name of a company, or increasing or reducing the capital, always affect the memorandum, but that the articles in many instances are not affected thereby.

Section 75 of the Companies (Consolidation) Act, 1908, and Sections 1 and 2 of the Companies (Particulars as to Directors) Act, 1917.—These sections require a company to keep a register of directors and file a copy thereof, and to notify the registrar of any change amongst its directors, and also to file within a month after incorporation "Particulars respecting the Directors." Companies are thus placed under the obligation of filing two returns containing the same information, although in practice the registrar does not require a second return to be filed until a change takes place in the particulars contained in the return filed pursuant to the 1917 Act. Incidentally, it may be observed that no definite time is prescribed within which changes are to be notified to the registrar, nor is the company directed to enter in the register changes as they occur.

Section 81 (1), (*f*) and (*g*).—Paragraphs (*f*) and (*g*) of the sub-section might be strengthened by the addition of the words "or otherwise" after "cash, shares or debentures" (compare paragraph (*m*)).

Section 81 (7).—This sub-section might be amended by deleting the exemption from the requirements of s. 81 of circulars to existing members or debenture-holders which give a right to renounce in favour of other persons. It would appear that a circular or notice inviting existing members or debenture-holders to subscribe for shares or debentures is not an offer to the public, and accordingly that the document is not a prospectus as defined by s. 285. But if a right is given to renounce in favour of other persons it would seem not unreasonable that the "other persons" should be entitled to the information required by s. 81 to be set out in a prospectus issued to the public.

Section 102 (1).—In view of the terms of ss. 100 and 101, s. 102 (1) appears to require revision. If the section is needed it should not merely provide for inspection of the register of holders of debentures, but require such a register to be *kept*.

Section 113 (2).—This section imposes on an auditor the obligation to make a report to the shareholders on every balance sheet laid before the company in general meeting. It might be desirable to impose on companies the obligation of preparing a balance sheet annually.

Section 285.—The definition of the expression "Prospectus" might be extended so as to include an invitation to the public to subscribe for notes and loans not coming within the term "Debentures."

Section 2 (2) of Particulars as to Directors Act, 1917.—This sub-section authorises the Board of Trade to exempt a company from the obligation to publish the names of its directors on the company's trade catalogues, trade circulars, showcards, and business letters. It does not appear to give the Board authority to grant partial relief by exempting a director from disclosing his former name in certain circumstances, and where disclosure would serve no useful purpose. It ought, for example, to be possible for relief to be obtained in the case of an individual who originally bore an unpleasant name and subsequently altered it on that account. Where (say) a man who originally bore the name of "Hogsflesh" subsequently altered it to "Hollingshead," no gain results to anyone through the publication of the former name.

Where notices convening general meetings of companies are accompanied by proxy forms a company should, I consider, be required to leave a blank space for the name of the proxy to be inserted, as in the case of the forms of special and general proxy prescribed by the Board of Trade for use at meetings of creditors in a winding-up.

Where in the case of a winding-up trading is carried on by a liquidator or receiver the words "In Liquidation" should be required to be added after the company's name (see Report of Company Law Amendment Committee appointed in 1905).

I do not suggest that these additional recommendations are individually of particular importance (it would not, in fact, surprise me if by some they were considered finical), but they show the desirability of a systematic revision of the Acts and their phraseology. The defects I have mentioned have revealed themselves in the course of my business experience, and not as a result of searching the Acts for faults, which is not within my province.

Company Law Defects—Suggested Amendments.

THE following is the paper which was read by Mr. Denis Hickey (Manchester) at the recent Provincial Meeting of the Law Society:

At the present day it is unnecessary to enlarge, either upon the advantages which have resulted from the development of limited liability companies, or upon their importance in modern economic life; and whilst I do not wish to refer at length to the statistics relating to limited companies, yet I desire to mention some of the figures, as they emphasise the importance of the subject, and the development which has taken place. The last Report of the Board of Trade shows that only 790 companies were registered in Great Britain and Ireland in 1863, with a nominal capital of just under £140,000,000, whereas 8,495 companies were registered in 1922 in England and Scotland alone, with a nominal capital of just under £132,000,000; and according to figures which have appeared in the Press (no official figures are available) the number of companies registered in the year 1923, in England alone, was 8,005. The record year, both as to the nominal capital and the number of companies registered was 1920, when 11,011 companies were registered, with a nominal capital of over £593,000,000. In the period from 1862-1922 in all 199,504 companies were registered, with a nominal capital of over £9,000,000,000; and at the end of 1922 there were on the registers in England and Scotland about 85,000 companies, with a paid-up share capital alone of over £4,180,000,000. Between 1862 and 1908 there was necessity for the enactment of eighteen statutes affecting companies, that is, an amending statute every three or four years, yet since 1908 there have been enacted only three statutes affecting limited companies in general, two of which may perhaps be regarded as war-time measures. In the interval since 1908 the commercial world has passed through alternate periods of prosperity and depression; and it would perhaps be remarkable, considering the number of companies and the number of persons interested in them, if the law relating to companies were not now in need of amendment.

I venture to submit there are now many defects in Company Law, and the privileges of limited companies are to some extent being abused. The existence of these defects and abuses may be due in part to loosened commercial morality consequent upon the conditions of the war period; and with a return to normal conditions, some of these abuses and defects will become less frequent. It will, I think, be admitted, however, that once methods of evasion or abuse of the letter or spirit of the law are pointed out or adopted by the few, there will always be others who will take advantage of such methods, and the tendency will be for the number of the latter to increase rather than to decrease. In suggesting amendments to the existing Company Law, I am not unmindful of the fact that three Committees have already considered this question: the Committee of 1895 under Lord Davey, that of 1905 under Lord Loreburn, and that of 1918 under Lord Wrenbury. Many of the recommendations of the Committees of 1895 and 1905 are now law; but whilst all the amendments suggested by the Committees have not been put in force by the Legislature, it might be presumptuous for me to suggest further amendments, but for three reasons: Firstly, the circumstances at the time the Committees of 1895 and 1905 deliberated were very different from those of to-day; secondly the Committee of 1918 was limited by the terms of reference; and thirdly, the period since 1918, though short, has been sufficient to manifest imperfections in our Company Law. If I may do so without presumption, I urge that the recommendations of the Committees which have not become law should be given the force of law without delay, and particularly those with regard to the revocation of the Certificate of Incorporation in certain events, assessment upon shares as an alternative to reconstruction by the present method, the shortening of the Memorandum of Association, and the recommendation, that a director allowing a company to incur debts knowing the company has no reasonable expectation of being able to pay them, be made liable to discharge such debts.

A matter which was not considered by any of the Committees is the practice which is of recent growth of inviting the public to invest in companies on information contained in "offers for sale" issued by persons other than the companies concerned. The fact that "offers for sale" do not of necessity comply with all the requirements of the Companies Acts regarding prospectuses is, I suppose, the cause of the growth of this practice. Whilst some "offers for sale" probably contain all the information which a prospectus would contain, yet if "offers for sale" omit essential information which would have to be included in a prospectus, which it appears they may do and have done, then I submit that an amendment is required. "Offers for sale," so far as the public are concerned, serve the purpose of and really are prospectuses, and should, therefore, comply with all the requirements of the Companies (Consolidation) Act as to prospectuses by whomsoever published. Another practice which is becoming common is the publishing of preliminary advertisements and comments announcing that a prospectus is about to be issued, or that capital is to be "offered for sale." Some of these publications appear to stress attractive features of the investment about to be offered. The real purpose served by such publications is difficult to understand, but one can only conclude that they are intended by their reiteration, to create an impression that there will be ocmpetition for the investment to be offered. Two results may follow from the continuance of this practice. Investors, without seeing the prospectus or offer for sale, and considering the position, may assume that there will be competition to make the particular investment; and determine to make the earliest application possible. Such investors are of course foolish, but incautious investors are protected, so far as investing in a company in response to the invitation contained in a prospectus is concerned, for the Companies Acts ensure that a man cannot so invest without having an opportunity of considering the important information he should have before him, which gives him an opportunity of forming a considered judgment of the merits of the investment offered. Again, if this practice increases it is difficult to forecast the extent to which it will ultimately develop. Whilst it would be necessary to ensure the supply of information essential to those interested in the money market, the publications I am referring to should be discouraged. The only manner in which the general public should be invited or induced by public advertisement by any one to invest their money in a company, is by a full prospectus complying with all the requirements of the Companies Acts, and an amendment of ss. 81 and 285 of the Companies (Consolidation) Act of 1908 would stop the two practices to which I have referred.

One sometimes sees added to the advertisement of the meeting of creditors under s. 188 of the Companies (Consolidation) Act, 1908, statements as to the payment of creditors in full. Whilst one sympathises with the desire of some companies to avoid the stigma of liquidation, this practice is undesirable, and may easily lead to abuse. Whether the company's debts are or are not paid or to be paid in full, the creditor should himself decide whether he will attend the meeting and exercise his rights in the liquidation without influence, and the liquidator should be compelled to convene the meeting of creditors in common form without any comment.

(To be continued.)

Obituary.

Mr. Tennyson-d'Eyncourt.

Mr. E. C. Tennyson-d'Eyncourt, who was a Metropolitan Police Magistrate from 1897 until his retirement last January, died on the 29th ult.

Edmund Charles Tennyson-d'Eyncourt was the head of the well-known Lincolnshire family of that name, of Bayons Manor, Market Rasen. The original name of the family was Tennyson, the addition of d'Eyncourt having been assumed by his grandfather. The late magistrate was a cousin of the poet. He was the eldest son of Louis Charles Tennyson-d'Eyncourt, who was also a Metropolitan Police Magistrate from 1851 to 1890, and sat for many years at Westminster Police Court. A younger brother, Sir Eustace Tennyson-d'Eyncourt, was for twelve years Director of Naval Construction at the Admiralty, and was concerned in the production of tanks during the war. D'Eyncourt was born on 11th February, 1855, and educated at Eton and University College, Oxford, where he took classical honours. He was called to the Bar by the Inner Temple in 1881, and joined the South-Eastern Circuit, and he also practised at the East and West Kent and other sessions. He became known as a political speaker on the Unionist side, and was at one time secretary of the United Club.

In January, 1897, he was appointed by Sir Matthew White Ridley a Metropolitan Police Magistrate in succession to Mr. Newton, and began his duties at the North London Court; thence he went successively to Greenwich and Woolwich, Clerkenwell and Marylebone. In 1922, on the resignation of Mr. Denman, he was transferred to Marlborough-street, which is considered

to be in the nature of promotion, as, owing to the peculiarly difficult character of the business of that Court, experience and good judgment on the part of the magistrates are especially desirable. He sat at this court until his resignation, for reasons of health, early in 1924.

It was, says *The Times*, generally agreed that d'Eyncourt made a good magistrate. He was conscientious, kindly and sensible, and did his work without ostentation, never seeking to attract public notice, and he was never the subject of hostile criticism. On his transfer from Marylebone, he stated from the Bench that he entirely disagreed with those who asserted that as a result of the war the morals of people were going to the dogs and respect for tradition was passing. He also commented on the enormous decrease in drunkenness and in the more brutal crimes of violence since his young days. The two years he spent at Marlborough-street confirmed his reputation for judgment and good sense.

In his Lincolnshire home he was popular. He was a good sportsman, and was at one time a captain in the Lincolnshire Imperial Yeomanry; he was also chairman of Lindsey Quarter Sessions for some years, and a magistrate for the six home counties. He married, in 1892, Charlotte Ruth, only child of the late Sir A. F. Godson, M.P. for Kidderminster. Mrs. Tennyson-d'Eyncourt, who is a J.P. for Lindsey, Lincolnshire, survives him with three sons—Mr. A. E. C. and Mr. W. L. F. Tennyson-d'Eyncourt, Coldstream Guards, and Mr. R. E. L. Tennyson-d'Eyncourt—and three daughters—Mrs. Douglas Randall, Lady Thompson, wife of Sir Thomas Thompson, fourth baronet, and Mrs. Arnold de Bunsen.

Mr. Wilberforce, sitting at Marlborough-street Police Court on the 30th ult., referred to the death of Mr. Tennyson-d'Eyncourt who, he said, was for over twenty-five years a Metropolitan Police Magistrate, and for some little time sat at that court. Mr. Wilberforce said that Mr. d'Eyncourt was distinguished as a magistrate by sound judgment and sober common sense, and the affability of his manner and the geniality of his disposition endeared him to all his colleagues and those who practised before him.

Reference was also made to the death of Mr. d'Eyncourt at the Marylebone Police Court by Mr. Hay Halkett, who presided there. He recalled that Mr. d'Eyncourt was associated with that court for eight or nine years. He was a kind, nice man, who was always anxious to do justice to everybody, and if he sometimes thought that criminals should be punished he was right, for the tendency nowadays was rather to encourage than to prevent crime.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 15th and 16th October, 1924:—

Arthur Mason Amery	Edward George Evans Lindop
Alan George Bainton	Charles Basil Lowe
David John Balfour	Charles Edwin Lowe
Arthur Ball	Gordon Hugh McMurtrie
John Adams Bartlett	Herbert Edelston Miller
Harold Bennett	Raymond Johnson Moore
Norman Frank Boyes	Cecil James Morgan
Rutherford Wrigley Gibbard Braithwaite	Peter Maurice Morgan
Harold Edward Buxton	Seth Richard Stephen Morgan
Arthur Clifton	Cyril Morris
Harry Bland Connell	Doris Lucy Oates
Marshall William Coupe	Holford Owen
Edgar Leslie Crane	Ronald Baldwin Price
Francis Ignatius Dias	John Rigby
Eric Dodds	Oliver Leslie Roberts
Philip Emanuel	Leonard Shipton
Charles Rupert Gillett	George Herbert Swann
Walter Frederick Goold	John Walter Rocke Swayne
Paul Ivor Harris	George Norman Cyrus Swift
Frank Bockham Hodges	Harry Thompson
Walter Ireland	Thomas Chambre Thompson
Cadivor Hugh James	John Harcourt Linley Trustram
John Gilbert Jones	Joseph Cyril Walter
Julius Israel Kelly	
Eric Gordon Lawrence	

No. of Candidates - 96 Passed - 48

By order of the Council,

E. R. COOK, *Secretary.*

Law Society's Hall,
Chancery Lane, London, W.C.2.
October 31st, 1924.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 20th November.

	Middle Price. 5th Nov.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	58⅝	4 5 0
War Loan 5% 1929-47	101	4 19 0
War Loan 4½% 1925-45	97½	4 12 6
War Loan 4% (Tax free) 1929-42	101	3 19 0
War Loan 3½% 1st March 1928	96⅝	3 13 0
Funding 4% Loan 1960-90	90⅞	4 8 0
Victory 4% Bonds (available at par for Estate Duty)	93½	4 5 6
Conversion 4½% 1940-44	99 1/16	4 11 0
Conversion 3½% Loan 1961	79½	4 8 0
Local Loans 3% 1921 or after	67½	4 9 0
India 5½% 15th January 1932	103½	5 6 6
India 4½% 1950-55	87⅞	5 2 6
India 3½%	68	5 3 0
India 3%	59	5 2 0
Colonial Securities.		
British E. Africa 6% 1946-56	114	5 5 0
South Africa 4% 1943-63	91	4 8 0
Jamaica 4½% 1941-71	96½	4 13 0
New South Wales 4½% 1935-45	97	4 12 6
W. Australia 4½% 1935-65	96½	4 13 0
S. Australia 3½% 1926-36	87	4 0 6
New Zealand 4½% 1944	96½	4 13 6
New Zealand 4% 1929	95½	4 3 6
Canada 3% 1938	84	3 11 6
Cape of Good Hope 3½% 1929-49	81½	4 6 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54xd	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	66½xd	4 10 0
Birmingham 3% on or after 1947 at option of Corpn.	65½	4 12 0
Bristol 3½% 1925-65	77½	4 10 0
Cardiff 3½% 1935	89	3 18 6
Glasgow 2½% 1925-40	74xd	3 7 6
Liverpool 3½% on or after 1942 at option of Corpn.	77½	4 10 0
Manchester 3% on or after 1941	66½	4 10 6
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	64½	4 13 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	82½	4 5 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	85½	4 13 6
Gt. Western Rly. 5% Rent Charge	103½	4 16 6
Gt. Western Rly. 5% Preference	102½	4 17 6
L. North Eastern Rly. 4% Debenture	84½	4 15 0
L. North Eastern Rly. 4% Guaranteed	82½	4 17 0
L. North Eastern Rly. 4% 1st Preference	81½	4 18 6
L. Mid. & Scot. Rly. 4% Debenture	84½	4 15 0
L. Mid. & Scot. Rly. 4% Guaranteed	82⅞	4 17 0
L. Mid. & Scot. Rly. 4% Preference	81½	4 18 6
Southern Railway 4% Debenture	84½	4 15 0
Southern Railway 5% Guaranteed	102½	4 17 6
Southern Railway 5% Preference	102½	4 17 6

Legal News.

General.

Mr. Hay Halkett, the magistrate at Marylebone, dealing last Saturday with the case of a man who had failed to keep up his payments to his wife under a separation order, remarked that these orders were nearly always unsatisfactory. "It is better," he said, "to bear almost anything than come to the court for a separation order under the Married Women's Act."

Mr. A. H. Singleton, Winchester House, Victoria-square, Birmingham, writing to *The Times* of the 5th inst., says :—The admirable letter from Mr. Lort-Williams, K.C., advocates "the democratization of industry, or, in other words, how to change the proletariat into part-owners and controllers of the industries in which they are engaged." We have already examples of how this may be done by some system of co-partnership as successfully operated by certs in firms in this country. Is it not just a suitable subject for handling by some great manufacturers' society, such as the Federation of British Industries ? As to the Government's share in any such scheme, it would appear to be unwise to attempt any compulsory mode of attaining the desired end, but may not some far-seeing Chancellor of the Exchequer greatly assist by offering some reduction of taxation payable by any person, firm, or company adopting an approved scheme of co-partnership with his or their employees ?

From *The Times* of Friday, 5th November, 1824 :—

THE GENTLEMEN OF THE BAR.—The other day, while the case of one of the persons who were tried for perjury in the Old Bailey was going forward, Mr. Prendergast, a counsel, said in a conversational tone to some other counsel at the table, "Well, this is a most scandalous prosecution." Mr. Adolphus, who was engaged in the case, immediately turned round to his learned brother and said these words, or words to this effect—"No gentleman would make such an observation, but you may make it. You have no claim to the character." Mr. Prendergast, addressing himself to Mr. Adolphus, then said distinctly, and in a tone which comprehended a large circle of counsel, attornies, visitors, and Aldermen, "You are a blackguard ! You are a blackguard ! ! You are a blackguard ! ! ! " Mr. Adolphus sat down without making any observation upon this very unexpected reply to his *complimentary* censure. The Common Sergeant was busily engaged at the time in arranging his notes, and it is matter of uncertainty, whether he heard the very elegant dialogue between his learned brethren : at all events, he took no notice of it ; but whether from dignity or deafness, as we before intimated, we know not.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 10	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge	Mr. Ritchie
Tuesday 11	Bloxam	Synge	Ritchie	Synge
Wednesday .12	More	Hicks Beach	Synge	Ritchie
Thursday ..13	Jolly	Bloxam	Ritchie	Synge
Friday 14	Ritchie	More	Synge	Ritchie
Saturday ...15	Synge	Jolly	Ritchie	Synge
Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Nov. 10	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday ...11	Jolly	More	Hicks Beach	Bloxam
Wednesday .12	More	Jolly	Bloxam	Hicks Beach
Thursday ..13	Jolly	More	Hicks Beach	Bloxam
Friday 14	More	Jolly	Bloxam	Hicks Beach
Saturday .15	Jolly	More	Hicks Beach	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, October 28.

THOR THORESEN, JUNR. (U.K.) LTD. Nov. 24. H. S. Lysons, 9, St. Peter's-square, Manchester.
S. RAYNOR LTD. Nov. 30. Walter J. Willmoth, 53, Lune-st., Preston.
SEDGWICK TAUNTON (DECORATIONS) LTD. Nov. 12. John F. Hudson, Dacre House, 5, Arundel-st., Strand, W.C.

London Gazette.—FRIDAY, October 31.

THE MASHONALAND AGENCY LTD. Jan. 31. H. W. Lampard, 2, London Wall-buildings, London Wall.
BIRKENHEAD BOAT BUILDING & ENGINEERING CO. LTD. Dec. 1. John Brizell, 35, Dale-st., Liverpool.
W. T. HESLEWOOD LTD. Nov. 8. Geo. G. Poppleton, W. A. J. Osborne, 26, Corporation-st., Birmingham.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, October 24.

The London Ostrich Feather Co. Ltd.
Alliance Explosives Co. Ltd.
Devonshire Products and Supplies Ltd.
W. T. Berry Ltd.
Ariel Motors and General Repairs Ltd.
Henzada Development Co. Ltd.
Cooke's Mimeograph Co. Ltd.
Bennett Park Art Club & Studio Co. Ltd.
Quintet Trading Co. Ltd.
Acton and District (Private) Motor Hire Service Ltd.
Leslie D. Botibol & Co. Ltd.
Smith Bros. (Burnley) Ltd.
Lloyd, Dix & Co. Ltd.
E. J. Titmus Ltd.
Granger's Exclusives Ltd.
Gwatkin & Son Ltd.
Burrows & Machin Ltd.
Queen Street Maidenhead Picture Palace Ltd.
Nappers Ltd.
Westminster Inventions & Trading Corporation Ltd.
E. S. Spencer (1919) Ltd.
The Canfield Garage Ltd.
Hyatt Ltd.

London Gazette.—TUESDAY, October 28.

British-Australian Engineering Co. Ltd.
Middleton Sanders & Co. Ltd.
Steels Ltd.
Bristol Institute of Electro-Therapeutics Ltd.
S. Raynor Ltd.
Wireless Valves Ltd.
Premier Motors (Southport) Ltd.
Munro (Burnley) Ltd.
Express Machines Ltd.
Neashams Ltd.
Mitchell & Marsden Ltd.
The Cardiff & Continental Coal & Shipping Co. Ltd.
Coldave Manufacturing Co. Ltd.
Super Cleanser Ltd.
Court Estates Co. (Erdington) Ltd.
Auto Sheet Metal Co. Ltd.
The Unbreakable Pulley & Mill Gearing Co. Ltd.

London Gazette.—FRIDAY, October 31.

Wireless Construction Co. Ltd.
W. H. White & Son Ltd.
Hesketh Steam Trawlers Ltd.
Hunter and Bennett Ltd.
Godfrey Manufacturing Co. Ltd.
The Goodman Overseas Trading Co. Ltd.
Ernest Gray & Co. Ltd.
Hallums Ltd.
The Hotel St. George (Liverpool) Ltd.
Martin & Bell Ltd.
The Wrexham Colliery Co. Ltd.
K. W. Accessories Co. Ltd.
Moody Brothers & Co. Ltd.
The Yadil Press Ltd.
The International Franchise Club Ltd.
Lucy Capp Ltd.
The Stoneycroft Hundred Club Ltd.
Port Arthur Lands Ltd.
Birkenhead Boat Building and Engineering Co. Ltd.
Powell, Gibb & Taylor Ltd.
Gunn, Macneill Ltd.
R. H. Fletcher (Motors) Ltd.
Bristol Wagon & Carriage Works Co. Ltd.
Marshall & Brown Ltd.
Lewis Morgan & Co. Ltd.
Monkfield Farm & Piggeries Co. Ltd.
Maison Anita Ltd.
S. Fisher & Sons Ltd.
Carnforth Saw-Mills Ltd.
British Oil Importing and Refining Co. Ltd.
Algoma Land Co. Ltd.
Ilkeston & District Ex-Service Men's Social Club Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, October 31.

ALDOUS, CHARLES, Ipswich, Licensed Victualler. Ipswich. Pet. Oct. 20. Ord. Oct. 20.
BARGH, ISAAC G., Carleton, Yorks, Farmer. Bradford. Pet. Oct. 27. Ord. Oct. 27.
BARKER, WILLIAM, Saltmarsh, Yorks, Farm Labourer. Kingston-upon-Hull. Pet. Oct. 13. Ord. Oct. 27.
BROWN, TOM, Castleford, Painter. Wakefield. Pet. Oct. 29. Ord. Oct. 29.
BUCKLEY, JOHN G., Ashton-under-Lyne, Wholesale Confectioner. Ashton-under-Lyne. Pet. Oct. 28. Ord. Oct. 28.
CLAYTON, JOSEPH, Manchester, Financier. Manchester. Pet. Oct. 14. Ord. Oct. 27.
COLLINS, ADA C., Kendal, Milliner. Kendal. Pet. Oct. 29. Ord. Oct. 29.
DAVIES, MAUD, Pontardawe, Milliner. Neath. Pet. Oct. 27. Ord. Oct. 27.
DIX, JOSEPH, Peasenhall, Suffolk, Coal Merchant. Ipswich. Pet. Oct. 21. Ord. Oct. 21.
ELLIS, HENRY, Goldthorpe, near Rotherham, Miner. Sheffield. Pet. Oct. 28. Ord. Oct. 28.
EUSTACE, WILLIAM A. Goodwick, Pembrokeshire, Fruiterer. Haverfordwest. Pet. Oct. 25. Ord. Oct. 25.
FLOWERS, GEORGE R., Hexham, Bank Clerk. Newcastle-upon-Tyne. Pet. Oct. 27. Ord. Oct. 27.
GILLMAN, PHILIP, Blackburn, Tailor. Blackburn. Pet. Oct. 28. Ord. Oct. 28.
GISPERT, SANTIAGO A. J., Purley, Surrey, Produce Salesman. High Court. Pet. Oct. 27. Ord. Oct. 27.
GOODE, WALTER, Storrington, Brighton. Pet. Oct. 10. Ord. Oct. 28.
GREEN, THOMAS, Wymondham, Norfolk, Carter. Norwich. Pet. Oct. 27. Ord. Oct. 27.
GWILLIAM, GEORGE, Hereford, Farm Labourer. Hereford. Pet. Oct. 11. Ord. Oct. 28.
HALLAM, THOMAS A., Manchester, Paper Merchant. Manchester. Pet. Oct. 29. Ord. Oct. 29.
HARVEY, OSCAR D., Swansea, Carpenter. Swansea. Pet. Oct. 29. Ord. Oct. 29.
HORN, JOHN T., Wickham Market, Suffolk, Farmer. Ipswich. Pet. Oct. 27. Ord. Oct. 27.
JONES, ALFRED E., Southampton, Motor Salesman. Southampton. Pet. Oct. 29. Ord. Oct. 29.
LASK, J. C., Bell-lane, Spitalfields. High Court. Pet. Sept. 24. Ord. Oct. 22.
LEWIS, THOMAS, Scunthorpe and Frodingham, Cycle Agent. Great Grimsby. Pet. Oct. 27. Ord. Oct. 27.
MACRAE, MARY A. C., and MACRAE, NAN L. M., Gloucester, Boarding-house Proprietors. Gloucester. Pet. Oct. 28. Ord. Oct. 28.
MAKIN, JAMES, Oldham, Builder. Oldham. Pet. Oct. 24. Ord. Oct. 27.
MORRIS, ROLAND, Chesterfield, Builder. Chesterfield. Pet. Oct. 16. Ord. Oct. 28.
NAFTEL, ISRAEL, Salford, Lancs, Draper. Salford. Pet. Oct. 29. Ord. Oct. 29.
OATES, CLAUDE H., Doncaster, Sheffield. Pet. Oct. 8. Ord. Oct. 29.
PHILIPPS, EDWARD, Haverfordwest, Butcher. Haverfordwest. Pet. Sept. 26. Ord. Oct. 25.
POOK, ARTHUR H., Laindon, Essex, Tea Grocer. Chelmsford. Pet. Oct. 27. Ord. Oct. 27.
SAMSON, WILLIAM J., Treherbert, Fishmonger. Pontypridd. Pet. Oct. 27. Ord. Oct. 27.
SHAW, GILBERT J., Kingston-upon-Hull, Glass Importer. Kingston-upon-Hull. Pet. Oct. 27. Ord. Oct. 27.
TRUNDLE, REGINALD, West Bromwich, Draper's Assistant. West Bromwich. Pet. Oct. 29. Ord. Oct. 29.
TURNER, CHARLES H., Mapperley, Nottingham, Traveller. Nottingham. Pet. Oct. 29. Ord. Oct. 29.
WATERHOUSE, SIDNEY, Fleetwood, Shop Assistant. Blackpool. Pet. Oct. 25. Ord. Oct. 25.
WHITE, CHARLES, Southend-on-Sea, Traveller. Chelmsford. Pet. Oct. 2. Ord. Oct. 28.
WHITEHEAD, JOHN G., Wigan, Baker. Wigan. Pet. Oct. 29. Ord. Oct. 29.